

# **U.S. Department of Homeland Security**



## **PACTS**

### **Program Management, Administrative, Clerical, and Technical Services**

**Request for Proposal  
HSHQDC-08-R-00038**

June 6, 2008

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## SECTION A – STANDARD FORM 33

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF 1 Pages	
2. CONTRACT NO.		3. SOLICITATION NO. HSHQDC-08-R-00038		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY U.S. DEPARTMENT OF HOMELAND SECURITY OFFICE OF PROCUREMENT OPERATIONS 245 MURRAY LANE, SW, BLDG 410 WASHINGTON, DC 20528		CODE DHS		8. ADDRESS OFFER TO (If other than Item 7)			
6. REQUISITION/PURCHASE							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place spelled out in Item 8, or if hand carried, in the depository located in SEE SECTION L until XXXXXX local time XXXXXX.

(Hour)

(Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME H. Harrison Smith		B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE 202		NUMBER 254-7091		EXT.		C. E-MAIL ADDRESS PACTS@DHS.GOV	
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION See G.1	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE As specified on individual orders	
26. NAME OF CONTRACTING OFFICER (Type or print) H. Harrison Smith				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 General**

The resulting contract from this solicitation is titled Program Management, Administrative, Clerical, and Technical Services or PACTS and is available for use by all offices of the U.S. Department of Homeland Security (DHS). In support of Executive Order 13360, PACTS will be a Service Disabled Veteran Owned Small Business (SDVOSB) set-aside.

The Contractor shall provide, in accordance with issued task orders (TOs), all management, supervision, labor, facilities, and materials necessary to perform PACTS support services on an Indefinite Delivery Indefinite Quantity (IDIQ) basis. TOs may be Firm Fixed Price (FFP) and its various forms as indicated in Federal Acquisition Regulation (FAR) Part 16.2, Fixed-Price Contracts; Time and Material (T&M); or Labor Hour (LH) as defined in FAR Part 16. TOs will be issued in accordance with the procedures set forth in Section G of this contract.

### **B.2 Base and Option Periods**

The term of this IDIQ contract is a two (2) year base period and three (3) option periods with a period of performance of one (1) year each. This is not a multi-year contract as defined in FAR Part 17.1. TOs will be issued with specific performance periods.

### **B.3 Contract Pricing**

#### **B.3.1 Time and Material/Labor Hour/Firm Fixed Price Rates**

All task orders issued for services to be performed within the United States will be priced in accordance with the hourly rates set forth in Section B.4, Labor Category Rate Table. The labor rates in this section reflect the fully-burdened rates for each labor category and will apply to all direct labor hours. The labor categories, hourly rates, and indirect administrative cost rates are detailed in Section B.4 Labor Category Rate Table. The fully burdened hourly rates are ceiling price rates and the Contractor may, at its discretion, elect to propose lower hourly rates for individual task orders.

(a) Labor. Section B.4 Labor Category Rate Table represents fully-burdened hourly rates for each labor category. The fully-burdened labor rates include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, bonuses to include stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials (if applicable), overtime (for applicable wage determination labor categories), vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan. The use of uncompensated overtime is not encouraged. All hourly rates are based on a 40-hour work-week (ex. 1,920 hours per year or in accordance with the Contractor's accounting practices).

(1) Government Site Rates. When performing at Government sites within the United States, the Contractor shall provide services at or below the fully-burdened labor rates indicated in Section B.4 Labor Category Rate Table. The Government will provide office

space, furniture, and office equipment and supplies, as described in Section H.7, Government Property and as specified in the individual Task Orders.

(2) Contractor Site Rates. When performing at a Contractor site within the United States, the Contractor shall provide services at or below the fully-burdened labor rates included in Section B.4 Labor Category Rate Table which include loads for office space and all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

(b) Program Management (Contract-Level) Support Costs. Contract-level program management support costs shall not be billed as a direct charge to the PACTS base contract or task orders. Program management support costs encompass support for contract-level management, reporting requirements (see Section F) and related travel and meeting attendance costs associated with the Contractor's program management staff, as it relates to the overall management of the PACTS program.

(c) Project Management (Task Order-Level) Support Costs. Contract-level program management support costs are differentiated from individual task order project management support costs. TO Project Management support costs may be billed as hourly labor rates against individual task orders for direct support of the effort performed under those task orders. This will result in direct billings at the task order-level for labor hours in the "Project Manager" category, to specifically support program or project management for the task order.

(d) ODCs. ODCs consist of materials, subcontractor (other than labor) and task order-related travel costs, i.e., relocation and temporary duty (TDY) to include travel, lodging and meals. These percentages are indicated in the Section B.4 Labor Category Rate Table under the ODC rates. T&M and LH type TOs will include hours at the proposed rates herein for each skill category, plus materials (ODCs) and the indirect rate burden/allocation (i.e. percentages applied to travel, materials or subcontracts). The cost of general-purpose items required for the conduct of the Contractor's normal business operations will not be considered an allowable ODC in the performance of task orders under this contract. Profit is not allowed on ODCs under a T&M or LH type task order.

#### **B.3.1.1 Firm Fixed Price (FFP) Type Task Orders**

For FFP type task orders, the quantity of each item or labor category ordered will be multiplied against the rate negotiated at the contract level, or as negotiated for the TO, and the cumulative extended total of all items ordered will define the fixed price for the TO. Travel and ODCs, if applicable, may be estimated for each TO, burdened with the indirect administrative cost rates negotiated at the contract level, or as negotiated for the TO. Any total rate negotiated for travel and ODCs will be added to the extended price of all ordered items to arrive at the total fixed price for the TO. Partial payment of FFP type TOs may be negotiated based on the completion of milestones.

#### **B.3.1.2 Time and Material (T&M) and Labor Hour (LH) Type Task Orders**

For T&M and LH type TOs, the quantity of hours ordered from each labor category will be specified as deliverable hours billable at the ceiling rates specified in Section B.4 Labor Category Rate Table or as negotiated, if lower rates are proposed for the TO. If applicable, travel and ODCs will be estimated for each TO and burdened with the indirect administrative

cost rates specified in Section B.4 Labor Category Rate Table. Profit on travel and ODCs is not allowable. The cumulative extended total of all labor categories ordered plus travel and ODCs will define the TO ceiling price. TOs may authorize adjustments between labor category quantities of up to 10%, within the established task order ceiling price, without a formal modification. The Government will not reimburse the Contractor for costs incurred beyond the ceiling price, for hours not delivered, for hours delivered but in excess of the quantities ordered for a particular labor category or for travel and ODCs exceeding the ordered amount. Labor dollars will not be used to pay for ODCs nor ODC dollars used to pay for labor without a contract modification.

### **B.3.2 Work Outside the Continental United States (OCONUS)**

It is anticipated that there may be TOs under this contract for work outside the continental United States. There may be situations at the task order-level where the rates in Section B.4 may not be appropriate for OCONUS work. These situations will be determined by the Task Order Contracting Officer, PACTS Program Manager, and PACTS Contracting Officer. In order to determine OCONUS labor rates, in Phase II of this solicitation Offerors shall submit an OCONUS multiplier that will be applied as necessary to the negotiated unburdened hourly rate to arrive at the fully burdened rate. The multiplier proposed will be considered a ceiling, and may be applicable to OCONUS Task Orders as determined by the Task Order Contracting Officer, PACTS Program manager, and PACTS Contracting Officer. The multiplier must include indirect costs applicable to labor, and profit or fee, if any. The multiplier applies to all subcontracts and must not include or be applied to costs covered as other direct costs. The OCONUS multiplier shall not include any allowances as defined by the U.S. Department of State, which will be categorized as other direct costs.

The multiplier under this contract is: (to be completed at time of award)

Base Period:

Option Period 1:

Option Period 2:

Option Period 3:

**Note:** If a task order is written in the Base Period with a period of performance that extends into Option Period 1, the applicable multiplier for work performed in the Base Period and Option Period One must be used (if the Contractor has proposed different multipliers for each year) in the task order. The same is applicable for future years. Non-funded extensions that will cause existing task orders to extend into a subsequent multiplier period would not typically involve a change in the allowable multiplier under that task order; funded extensions that add new work to the task order would normally allow the subsequent year's multiplier to apply. Under these circumstances, all changes in the allowable multiplier are subject to the Task Order Contracting Officer's discretion.

### **B.4 Labor Category Rate Table**

The Labor Category Rate Table represents all labor rates, ODCs and indirect burden for performance of the requirements as specified in individual Task Orders for performance within the United States. Fully loaded hourly labor rates are included for each labor category both at the Contractor site and at Government sites. These fully-loaded hourly labor rates are the ceiling rates representing the maximum rates allowable for Prime and Subcontractors. The years cited represent contract years. Only Government-required labor categories are included

in this table. Additional labor categories may be proposed after contract award, in accordance with Section G.4.4 (d).

**Labor Category Rate Table (To be completed at time of award)**

<b>Labor Category</b>	<b>Functional Category</b>	<b>Contractor Site Rate</b>	<b>Government Site Rate</b>
This table will be completed at time of award. See Attachment J-10 for Labor Categories.	TBD	(to be inserted at contract award)	(to be inserted at contract award)
	TBD	(to be inserted at contract award)	(to be inserted at contract award)
<b>Indirect Administrative Costs (to be Applied to Other Direct Costs Negotiated at the Task Order Level, as Appropriate)</b>			
Travel Burden			0.00%
Materials or Subcontracts Handling			0.00%

**(End of Section B)**

## SECTION C – STATEMENT OF WORK

### C.1 General

#### C.1.1 Objective

The primary goal of this acquisition is to establish a suite of indefinite-delivery indefinite-quantity contracts for non-IT services that will enable DHS to accomplish mission objectives. The acquisition and resulting multiple award contracts will collectively be referred to as PACTS (Program Management, Administrative, Clerical, and Technical Services) and are designed to offer a broad range of services and solutions to fulfill the majority of component and departmental services needs. This Statement of Work is comprised of four (4) Functional Categories (FC): Program Management – FC1, Administrative – FC2, Clerical – FC3 and Technical Support Services – FC4. Specific requirements will be further identified and defined at the task order level.

#### C.1.2 Scope

The Contractor shall provide the full range of program management, administrative, clerical and technical services in one (1) or more of the Functional Categories to meet the mission needs of DHS. As identified in individual Task Orders (TOs), the services provided under PACTS will support DHS on a world-wide basis. The Contractor shall furnish the necessary personnel, materials, equipment, facilities, travel, and other services required to satisfy the TO requirements. While the Statement of Work (SOW) identifies four (4) Functional Categories, the suite of resulting contracts are intended to satisfy a full range of related requirements. The scope of each individual IDIQ contract will be based upon the functional categories for which the Contractor proposed and is selected.

All prime Contractors awarded IDIQ contracts under PACTS must be Service Disabled Veteran Owned Small Businesses. The North American Industry Classification System (NAICS) Codes and size standard for each Functional Category are as follows:

Functional Category (FC)	Description	NAICS Code	Size Standard
FC1	Program Management Services	541611	\$6.5M
FC2	Administrative Services	561110	\$6.5M
FC3	Clerical Services	561410, 561421, and 561431	\$6.5M
FC4	Technical Services	541330	\$4.5M

#### C.1.3 Contract and Task Order Management

Contract and TO management is a mandatory element for all TOs issued under the PACTS contract. The objective of contract and TO management is to provide the program management, project control and contract administration necessary to manage a high volume,

multiple contract type TO process for a large, diversified team so that the cost, schedule and quality requirements of each order are tracked, communicated to the Government, and ultimately attained. The use of commercially available automated tools and the application of expertise on processes and metrics that support task order management are encouraged to achieve the above objectives. The objective of the tools is to provide quicker access, improved accuracy, and enhanced accessibility for Contractors/clients. Additionally, they will promote timely monitoring of status/deliverables, facilitate the tracking of the quality of work products, and gauging overall customer satisfaction.

## **C.2 Functional Categories**

The Contractor shall furnish the full range of solutions and services necessary to meet the scope of the requirement of this contract and individual TOs as related to the functional categories as described in this section. All solutions and services must meet DHS policies, standards, and procedures as identified by individual TOs.

### **C.2.1 Functional Category 1 – Program Management**

The Contractor shall provide advisory and assistance services on administrative management issues, such as financial planning and budgeting, equity and asset management, records management, office planning, strategic and organizational planning, site selection, and business process improvement. Services under this Functional Category may also include but are not limited to that of general management consultants that provide a full range of administrative; human resource; marketing; process, physical distribution and logistics; or other management consulting services.

### **C.2.2 Functional Category 2 – Administrative Services**

The Contractor shall provide day-to-day office administrative services, such as financial planning; billing and recordkeeping; personnel; and physical distribution and logistics.

### **C.2.3 Functional Category 3 – Clerical Services**

The Contractor shall provide the full range of clerical services to include (1) letter drafting; (2) document editing or proofreading; (3) typing, word processing or desktop publishing; and (4) stenography (except court reporting or stenotype recording), transcription and other secretarial services, (5) answering telephone calls and relaying messages to clients, (6) postal and mailing services and (7) one or more other office support services, such as facsimile services, and word processing services.

### **C.2.4 Functional Category 4 – Technical Services**

The Contractor shall provide services in the support of physical laws and principles of engineering in the design, development and utilization of machines, materials, instruments, structures, processes, and systems. The assignments undertaken may involve any of the following activities: provision of advice, preparation of feasibility studies, preparation of preliminary and final plans and designs, provision of technical services during the construction or installation phase, inspection and evaluation of engineering projects and related services.

**(End of Section C)**



## **SECTION D - PACKAGING AND MARKING**

### **D.1 Markings**

All deliverables submitted to the PACTS Contracting Officer, the PACTS Program Manager, the TO Contracting Officer or the TO Contracting Officer Technical Representative (COTR) shall be accompanied by a packing list or other suitable shipping documentation that shall clearly indicate the following:

- (a) Contract number;
- (b) Task order number;
- (c) Name and address of the consignor;
- (d) Name and address of the consignee;
- (e) Government bill of lading number covering the shipment (if any); and
- (f) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

Specific or unique marking requirements may be addressed in individual TOs.

### **D.2 Branding**

The Contractor shall comply with the requirements of any DHS Branding and Marking policies. As a matter of law, Federal criminal statutes prohibit unauthorized uses of the DHS Seal. In addition, DHS policy prohibits granting authorization for certain commercial uses of the Seal. It is permissible to reference DHS in materials if the reference is limited to true, factual statements. The words DHS and/or Homeland Security should appear in the same color, font, and size as the rest of the text in the document. Moreover, such references shall not imply in any way an endorsement of a product, company, or technology.

Requests to use the DHS seal shall be submitted using Attachment J-13, *DHS Official Seal Usage Approval*. The Comments section should be used to describe why use of the seal is being requested, and how it will be used. Completed forms should be sent via e-mail to the Director of Special Projects and Protocol for Public Affairs, Luigi Crespo ([Luigi.Crespo@DHS.GOV](mailto:Luigi.Crespo@DHS.GOV)) and to the TO Contracting Officer.

**(End of Section D)**



## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FAR Clause No.	Title and Date
52.246-2	Inspection of Supplies – Fixed Price (AUG 1996)
52-246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-6	Inspection of Services – Time and Material or Labor-Hour (May 2001)
52.246-16	Responsibility for Supplies (APR 1984)
52.246-20	Warranty of Services (MAY 2001)

### E.2 Inspection and Acceptance

Inspection and acceptance of all work and services performed under each TO will be in accordance with the FAR clauses incorporated at Section E, *Clauses Incorporated by Reference*, as applicable.

Final acceptance of all deliverables and or services performed as specified under each TO will be made in writing, at destination by the TO COTR or as detailed in individual TOs.

### E.3 Scope of Inspection

All deliverables will be inspected for content, completeness, accuracy and conformance to TO requirements by the TO COTR or as detailed in individual TOs. Inspection may include validation of information or software through the use of automated tools and/or testing of the deliverables, as specified in the TO. The scope and nature of this testing must be negotiated prior to TO award and will be sufficiently comprehensive to ensure the completeness, quality and adequacy of all deliverables.

The Government requires a period not to exceed thirty (30) calendar days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the TO.

### E.4 Basis of Acceptance

The basis for acceptance shall be compliance with the requirements set forth in the statement of work, the TO, the Contractor's proposal and other terms and conditions of this contract. Deliverable items rejected under any resulting TO shall be corrected in accordance with the applicable clauses (e.g., FAR 52.211-8 – Time of Delivery, FAR 52.211-9 – Desired and Required Time of Delivery, and/or their respective alternates).

Cost reimbursable items such as travel and ODCs will be accepted upon receipt of proper documentation as specified in the order. If custom services are provided as part of a FFP TO, acceptance will be as specified for the milestone with which they are associated.

Reports, documents and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

Non-conforming products or services will be rejected. Unless otherwise agreed by the parties, deficiencies must be corrected within thirty (30) calendar days of the rejection notice. If the deficiencies cannot be corrected within thirty (30) days, the Contractor shall immediately notify the TO Contracting Officer of the reason for the delay and provide a proposed corrective action plan within ten (10) working days of the date of notification.

### **E.5 Review of Deliverables**

Unless otherwise agreed to by the parties, the Government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) business days from receipt of the deliverable. If written acceptance, comments, and/or change requests are not provided within fifteen (15) business days, the deliverable shall be deemed acceptable as written by the Contractor.

If the Government provides comments and/or change requests, the Contractor shall have fifteen (15) business days from receipt of the Government correspondence to incorporate the comments and/or change requests and resubmit the deliverable. If the Government has additional comments and/or change requests following the resubmission, they will be provided within fifteen (15) business days from receipt of the updated deliverable, at which point the Contractor will have fifteen (15) business days to incorporate those comments and/or change requests and resubmit the deliverable.

At any point in the process of the review of deliverables, the deliverable is considered accepted if the Government provides written acceptance or does not provide comments and/or change requests within fifteen (15) business days of the receipt of the deliverable.

**(End of Section E)**

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 General**

The DHS Task Order Contract Officer may include additional deliveries or performance requirements in TOs, other than those enumerated in this section, such as (1) optional FAR clauses, (2) component specific clauses, and (3) task order specific clauses. In the event of conflict between a task order and the contract, the contract shall take precedence.

### **F.2 Clauses Incorporated by Reference**

#### **(FAR 52.252-2) (Feb 1998)**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at this Internet address: <http://www.arnet.gov/far>.

<b>FAR Clause No.</b>	<b>Title and Date</b>
52.242-15	Stop-Work Order (AUG 1989)
52.242.17	Government Delay of Work (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)
52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

### **F.3 Term of the Contract**

The term of this indefinite delivery indefinite quantity (IDIQ) contract is a two (2) year base period and three (3) option periods with a period of performance of one (1) year each. This is not a multi-year contract as defined in FAR Part 17.1.

### **F.4 Task Order Performance Period and Pricing**

TOs may be issued at any time during the base period and/or option periods, if exercised. Those periods of time shall be called the "Contract Ordering Period" (COP). The performance period of each TO will be specified in the TO and may include option periods which, if exercised, may extend the TO period of performance up to twelve (12) months beyond the COP of the base period and/or option periods, if exercised. TOs shall be priced using Section B.4 rates that will be applicable to the TO's anticipated period of performance.

TOs issued in the third and final option year (if exercised) shall not extend beyond six (6) months after the COP of the final option year. For purposes of TOs where performance extends beyond the COP of the final option period, the final contract year's pricing shall be used. At all times each order's terms shall be consistent with its funding appropriation.

### **F.5 Option To Extend Term Of Contract (FAR 52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor at any time within the term of the contract, provided that the Government gives the Contractor a

preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months. If a TO is issued in the third and final option year as set forth in F.4 – Task Order Performance Period and Pricing, the duration of this contract shall not exceed sixty-six (66) months.

## **F.6 Delivery**

The items required under each individual TO shall be delivered and received at destination within the timeframe specific in each order.

## **F.7 Place of Performance**

Place of performance shall be set forth in individual TOs.

## **F.8 Notice to the Government of Delays**

In the event the Contractor encounters difficulty in meeting performance requirements, or when the Contractor anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the TO Contracting Officer and the TO COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

## **F.9 Deliverables**

All applicable deliverables, their required delivery dates, and destination of delivery will be specified in each task order issued under this contract. The schedule for completion of work to be performed under this contract will be delineated in each TO issued under this contract, as applicable.

For purposes of delivery, all deliverables shall be made by 4:30 P.M. local time at destination, Monday through Friday, unless stated otherwise in the TO.

All deliverables submitted in electronic format shall be free of any known computer virus or defects. If a virus or defect is found, the deliverable will not be accepted. The replacement file shall be provided within two (2) business days after notification of the presence of a virus.

Each contract-level and TO-level deliverable shall be accompanied by a cover letter from the Contractor on Company letterhead. Multiple deliverables may be delivered with a single cover letter describing the contents of the complete package.

In the event the Contractor anticipates difficulty in complying with any contract-level delivery schedule, the Contractor shall immediately provide written notice to the PACTS Contracting Officer and the PACTS Program Manager. For any task order level deliverable, the Contractor shall provide written notification immediately to the task order-level Contracting Officer and TO COTR. Each notification shall give pertinent details, including the date by which the Contractor

expects to make delivery; PROVIDED, that this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule, or any rights or remedies provided by law or under this contract.

#### **F.10 Contract Status Report**

The Contractor shall provide a monthly task order activity report, organized by DHS Component, to the PACTS Contracting Officer and the PACTS Program Manager. The sample format is provided in Attachment J-1, *Sample Monthly Contract Status Report*. The report is due by the 15th calendar day of each month with an electronic copy in the required format to the PACTS Contracting Officer and the PACTS Program Manager. This report is a required deliverable for all Contractors, even if there is no activity to report. Additionally, the Contractor shall provide an electronic version of all awarded task orders, including task order modifications, to the PACTS Contracting Officer and PACTS Program Manager.

#### **F.11 Task Order Status Reports**

PACTS requires TO Status Reports for all TOs. The type of status report may vary by the type of TO issued. The status report recipients, content, and due dates will be identified in individual TO Request for Proposal (TORFP). The TO Status Report shall be at the task order level unless a lower Work Breakdown Structure (WBS) level of reporting is explicitly required and stated in the TO Request for Proposal.

#### **F.12 Prime Contractor Performance Requirements/Subcontracting Report**

In accordance with FAR 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside, at least 50 percent of the cost of personnel for contract performance shall be spent for employees of the Contractor or employees of other service-disabled veteran-owned small business (SDVOSB) partners. In order to ensure that the required percentage of costs on this indefinite quantity award is performed by the Contractor or other SDVOSB partners, the Contractor must demonstrate semi-annually that it has successfully met this requirement during that six (6) month period. Meeting this requirement is defined as spending at least 50 percent of the cost of personnel for contract performance for employees of the Contractor or employees of other SDVOSB partners for the combined total of all task orders issued to date.

This requirement need not be met on task orders issued during the first six months of the base contract award. However, by the time of the second semi-annual submission, the requirement must be met for the combined total of all task orders issued to date.

A separate report shall be completed for each awarded functional area and included in the submission. The submission is due to the PACTS Program Manager, and shall be submitted via e-mail no later than 30 days after the end of each six month period. The start of the first six month period is the date of contract award. The Contractor shall use the form found in Section J-2, *Sample Subcontracting Report* when providing their submission.

Contract options for contractors not in full compliance with FAR 52.219-27 may not be exercised. Willful failure or refusal to furnish the required reports, or gross negligence in managing the subcontracting limitation, or falsification of reports constitutes sufficient cause to terminate the Contractor for default.

#### **F.13 Comprehensive Contracts Report**

Within 30 calendar days after contract award, the Contractor shall submit a comprehensive and accurate report listing all of the active contracts/task orders it or its team

members/subcontractors currently have within DHS that fall within the scope of the PACTS contract. The report shall include, at a minimum, the following information for each contract/order:

- (a) Contract/order number;
- (b) Brief Description of the work being performed;
- (c) Issuing office name and address;
- (d) Contact information for the issuing Contracting Officer;
- (e) Contact information for the associated COTR (if any);
- (f) Overall dollar value; and
- (g) Period of performance, including base and option periods.

The report shall be submitted to the PACTS Program Manager identified in Section G.2. Accuracy and timeliness of this deliverable are considered critical to the implementation of the PACTS program and failure to comply may adversely affect the Contractor's ability to participate in TO competitions.

**(End of Section F)**

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 Accounting and Appropriation Data**

Accounting and appropriation data for obligations under the contract will be set forth on individual task orders.

### **G.2 Points of Contact**

The following subsections describe the roles and responsibility of individuals who will be the primary points of contact for the Government on matters regarding contract administration as well as other administrative information. The Government reserves the right to unilaterally change any of these individual assignments.

#### **PACTS Program Manager:**

Name: Sherry Barber  
Address: Department of Homeland Security  
Office of Procurement Operations  
Enterprise Solutions Office  
245 Murray Drive, Bldg 410  
Washington, DC 20528  
Email: [PACTS@DHS.GOV](mailto:PACTS@DHS.GOV)

#### **PACTS Contracting Officer:**

Name: Harrison Smith  
Address: Department of Homeland Security  
Office of Procurement Operations  
245 Murray Drive, Bldg 410  
Washington, DC 20528  
Email: [PACTS@DHS.GOV](mailto:PACTS@DHS.GOV)

#### **Task Order Manager:**

To be provided for each order where applicable

Written communications pertinent to PACTS program and/or any resulting contracts shall make reference to the contract number and shall be mailed to the attention of either the PACTS Program Manager or Contracting Officer at the above address.

### **G.2.1 Contracting Officer (CO) – Contract Level**

The Contracting Officer (CO) or designated Administrative Contracting Officer (ACO) has the overall responsibility for the administration of this contract. The CO, without right of delegation, is the only authorized individual to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. The CO may delegate certain specific responsibilities to its authorized representative—the Contracting Officer's Technical Representative (COTR). The CO may also designate an alternate COTR for this contract.

The COTR for this contract will be identified by the Contracting Officer through a written designation. A copy of the letter of designation with specific duties and responsibilities will be provided to the Contractor.



### **G.2.2 Task Order Contracting Officer (TO CO)**

Services will be ordered via task orders issued by TO COs following the ordering procedures set forth in Section G.4.

### **G.2.3 Task Order Contracting Officer's Technical Representative (TO COTR)**

TO COs may designate TO COTRs for individual task orders that will be responsible for the day-to-day administration and oversight of the Task Order.

The TO COTR will represent the TO CO in the administration of technical details within the scope of the task order. The TO COTR is also responsible for the final inspection and acceptance of all task order deliverables and reports, and such other responsibilities as may be specified in the task order. The TO COTR is not otherwise authorized to make any representations or commitments of any kind on behalf of the TO CO or the Government. The TO COTR does not have authority to alter the Contractor's obligations or to change the task order specifications, price, terms or conditions. If, as a result of technical discussions, it is desirable to modify task order obligations or the specification, changes will be issued in writing and signed by the TO CO.

### **G.2.4 Contractor's Program Manager**

The Program Manager shall act as the central point of contact with the Government for all program-wide technical issues, and will represent the Contractor at all post-award status meetings. The Program Manager shall be responsible for all issue resolution, program management, and other contract support including providing comprehensive account support for the PACTS contract. The Program Manager is responsible for overall contract performance and shall not serve in any other capacity under this contract. This position shall not be separately billed to this contract or individual task orders.

## **G.3 Ordering–By Designated Ordering Official**

The Government will order services to be furnished under this contract by issuing task orders on Optional Form 347, or an agency prescribed form, within the contract order period.

### **G.3.1 Direct Ordering**

PACTS services shall be ordered by the issuance of task orders in accordance with Section G.4 – Task Order Procedures and FAR Part 52.216-18. DHS COs may directly place orders under the contract to obtain services. The TO CO will be responsible for the issuance, administration, payment and closeout of the order (See also Section G.4). All orders are subject to the terms and conditions of this contract.

In no event will a task order change the requirements of the PACTS contract. Should there be a need to change the contract; specific approval must first be obtained from the Contract Level CO.

### **G.3.2 Special Contract Administration Responsibilities**

Each TO CO utilizing PACTS has the primary responsibility for the administration of any order it places with the Contractor.

The TO CO shall be responsible for:

- (a) Ensuring that task orders are within the scope of the contract;



- (b) Administering and final closeout of task orders;
- (c) Performing inspection and acceptance or rejection of the equipment/services provided by the Contractor;
- (d) Making payment, withholds, or partial payment of Contract User invoices; and
- (e) Forwarding end of fiscal year notification to the PACTS Contracting Officer; either by (memo, letter, or electronically) that all completed task orders awarded in proceeding fiscal year are closed and final disposition complete including release of claims letters (if applicable);

The PACTS CO is responsible for overall administration and the final closeout of the contract, and when necessary, shall:

- (a) Provide scope oversight;
- (b) Serve as liaison between the Contractor and the Department;
- (c) Assist in expediting orders;
- (d) Ensure compliance with contract requirements;
- (e) Issue the Contracting Officer's final decision and handle all contract-level contractual disputes under the Contract Disputes Act; and
- (f) Place all contract modifications against the Contract.

Unless otherwise delegated, only the designated PACTS CO, as defined in Section G.2, has oversight of the contract as a whole.

#### **G.4 Task Order (TO) Procedures**

The Contractor's services shall be obtained on an as-needed basis (i.e., through the issuance of task orders). The Contractor shall perform the required effort for these services, both within and outside the United States, throughout the term of this contract. An individual TO may relate to a single Functional Category or involve services from multiple Functional Categories. Issued TOs will identify the services required, provide specific technical details (including the schedule for all deliverables and the identification of any applicable Government-Furnished Property (GFP), Government-Furnished Information (GFI), and/or Government furnished workspace), and activate performance.

The following defines the process by which fair opportunity will be afforded and how a TO will be processed, priced, and awarded. It also defines specific, local provisions to be used for issues concerning task order consideration and payment. Finally, the role of the DHS Ombudsman is defined. Careful attention should be paid to those areas in which the procedures, processes and provisions change due to use of a different contract types or pricing methodology.

##### **G.4.1 Fair Opportunity Process**

This contract will adhere to FAR Part 16.505, Ordering.

##### **G.4.2 Fair Opportunity Exceptions**

In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR Part 16.505(b), the TO CO will provide all awardees within the applicable Functional Category a "fair opportunity" to be considered for each order in excess of the micro-purchase threshold, unless one of the conditions, below, applies.

- (1) The agency need for such services is so urgent that providing a fair opportunity would result in unacceptable delays. The lack of proper acquisition planning is not considered urgent.
- (2) Only one awardee is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized.
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under this contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (4) It is necessary to place an order to satisfy a minimum guarantee.

In accordance with FAR Part 16.5, when an exception to the fair opportunity to be considered exists, the task order will be processed as a sole source procurement, including a sole source justification in accordance with agency procedures.

In accordance with FAR Part 16.5, the Contracting Officer may exercise broad discretion in developing appropriate order placement procedures, which may include evaluating past performance. Although there is no requirement for vendors to respond to Task Order Request for Proposals (TORFP), if a vendor repeatedly and/or continually elects to not respond to TORFPs, this may be considered when evaluating past performance in a Task Order or contract-level evaluation. The Contracting Officer may also take this into account when determining whether or not to exercise option items.

#### **G.4.3 Task Order Solicitation**

Each Task Order will identify the Functional Category of the work to be performed. For services that cross multiple Functional Categories, the Government will identify the predominant Functional Category and each Prime Contractor in that Functional Category will be given the fair opportunity to compete.

#### **G.4.4 Task Order Process**

(a) The TO CO will issue a TORFP to all Contractors within the specified Functional Category, unless a fair opportunity exception applies. The proposal request will include a due date for proposal submission and either a Statement of Objectives (SOO), Statement of Work (SOW) or Performance Work Statement (PWS), that will include either the Government's objectives or a detailed description of work to be accomplished, the applicable task areas, a listing of the deliverables required and any additional data, as appropriate. The proposal request will also include specific instructions for the submission of proposals, selection criteria factors, the factors' order of importance and other information deemed appropriate.

(b) Contractors will be provided an adequate time to prepare and submit responses based on the estimated dollar value and complexity of the proposed TO. The due date will be set forth in each proposal request. If unable to perform a requirement, Contractors shall submit a "no bid" reply in response to the proposal request. All "no bids" shall include a brief statement as to why the Contractor is unable to perform, i.e. conflict of interest.

(c) Technical Proposals. The proposal request will state whether an oral proposal is required in addition to, or instead of, written technical proposals. Responses will be streamlined and succinct, to the extent practical based on the estimated dollar value and complexity of the work, stating compliance or exception to requirements, risks, assumptions and conflict of interest issues. Responses will not be a proposal as defined in FAR Part 15, but only sufficient

information to be considered in accordance with FAR Part 16. Proposals shall not merely restate SOO, SOW or PWS requirements. Both oral and written technical proposals may address, as a minimum:

- (1) Technical/Management Approach;
- (2) Key Personnel Assigned;
- (3) Quantities/Hours of Personnel by Labor Categories;
- (4) Other Direct Costs (ODCs) (materials and supplies, travel, training, etc.);
- (5) Risks;
- (6) Period of Performance;
- (7) Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI);
- (8) Security (including clearance level);
- (9) Teaming Arrangement (including subcontracting); and
- (10) Other Pertinent Data, (e.g., potential conflict of interest issues).

(d) Price Proposals. A written price proposal shall always be required. This part of the proposal shall include detailed price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). When competing for TO awards under the fair opportunity process, the Contractor is permitted to propose labor rates that are lower than those originally proposed and established in Section B.4 Labor Category Rate Tables. The Contractor shall fully explain the basis for proposing lower rates. The proposed, reduced labor rates will not be subject to audit, however, the rates will be reviewed in accordance with FAR 15.404 to ensure the Government will not be placed at risk of nonperformance. The reduced labor rates will apply only to the respective task order and will not change the fixed rates in Section B Labor Category Rate Table. The level of detail required shall be primarily based on the contract type planned for use, as further discussed below. To add labor categories beyond the Government Labor Categories, a request for contract modification must be submitted to the Contracting Officer. This request must include information demonstrating the insufficiency of the Government's Labor Category, a description of the proposed labor category including the education and experience levels, proposed labor rates and a cross reference to other contracts that include the proposed labor categories.

(1) Firm Fixed Price (FFP), Labor Hour (LH) and Time-and-Materials (T&M). The proposal shall identify labor categories in accordance with Section B.4 Labor Category Rate Tables, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. It must also identify any Government Furnished Equipment (GFE) and/or Government Furnished Information (GFI) required for TO performance. If travel is specified in the TO statement of work, air fare and/or local mileage, per diem rates by total days, number of trips and number of Contractor employees traveling shall be included in the price proposal. Prior to incurring any long distance travel expenses, the Contractor shall obtain written approval from the TO COTR of approximate travel dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling.

(2) Other Relevant Information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO proposal request. The Contractor shall assume all costs associated with preparation of proposals for task order awards under the fair opportunity process as an indirect charge in the fully loaded rate. The Government will not reimburse awardees for fair opportunity proposals as a direct charge.

(e) Evaluation of TO Proposals. Proposals will be evaluated in accordance with the selection criteria set forth in the TORFP. The Government's award decision will be based on the evaluation criteria specified in the TORFP. Among other sources, evaluation of past performance may be based upon information in the Contractor Performance System (CPS) or from a database built from past performance assessments provided by TO COTRs on individual TOs performed throughout the life of the contract (see Section H.9). The order of importance for the evaluation factors will be identified in each individual TORFP. If necessary, during the evaluation of proposals, the Government may contact a Contractor with questions concerning its proposal. Upon completion of evaluations, the CO will issue a task order to the Contractor whose proposal represents the best value to the Government.

(f) Award Recommendation Documentation. After completion of the evaluation, discussions, if any, and trade-off analysis, the TO CO/TO COTR shall prepare a complete award recommendation package to document the selection process and to serve as evidence that the fair opportunity to be considered rule was applied, unless an exception was taken under FAR Part 16.505(b)(2). At a minimum, the award documentation shall include:

- (1) A statement indicating whether announcement of the task order requirement was made to all Contractors eligible for receiving an award for the task requirement or if an exception to the a fair opportunity to be considered rule was cited (cite the exception);
- (2) The selection criteria /methodology used to evaluate the competing Contractors;
- (3) The results of the evaluation; and
- (4) The rationale for the recommendation of the task order awardee, including a summary of any negotiations conducted, price analysis and best value analysis.

(g) Resolution of Issues. In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the TO CO, the TO CO reserves the right to withdraw and cancel the proposed task. In such event, the Contractor shall be notified in writing of the TO CO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

(h) Task Order Issuance. TOs may be issued by e-mail, regular mail or facsimile using an Optional Form 347, or an agency prescribed form.

#### **G.4.5 Unauthorized Work**

The Contractor is not authorized at any time to commence TO performance prior to issuance of a signed TO or other written approval provided by the TO CO.

#### **G.4.6 Task Funding Restrictions**

No unfunded TOs are allowed.

#### **G.4.7 Changes in Time-and-Materials (T&M) Task Orders**

The Contractor shall submit a request for contract modification to the PACTS CO to add any new labor categories beyond the Government-required labor categories (See Section G.4.4(d)). Upon contract modification, the Contractor shall submit a revised TO price proposal to the TO CO showing the original amount of the TO award, the proposed revised amount and the difference.

#### **G.4.8 Discussion of Non-Selection for Task Order Award**

If a non-selected Contractor has questions as to why it was not selected for a TO award, the Contractor should contact the TO CO. The TO CO and the non-selected Contractor may discuss the reasons why that Contractor was not selected; however, the TO CO may not (1) discuss the other Contractor's proposals, (2) compare Contractor's proposals, or (3) allow the non-selected Contractor access to the award decision documentation. In accordance with the 2008 Defense Authorization Bill, unsuccessful contractors may request a debriefing for task orders exceeding \$5,000,000.

#### **G.4.9 Task Order Protests**

In accordance with FAR Part 16.505(a)(9), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a TO under this contract, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. In accordance with the 2008 Defense Authorization Bill, protests are authorized for task orders exceeding \$10,000,000.

#### **G.4.10 Task/Delivery Order Contract Ombudsman**

In accordance with FAR Part 16.505(b)(5), the Task/Delivery Order Contract Ombudsman for this contract is the Director, Office of Acquisition Policy and Oversight within DHS, Office of Procurement Operations. The Ombudsman responsibilities are to address Contractor concerns regarding compliance with the award procedures for task/delivery orders, review Contractor complaints on task/delivery order contracts, ensure all Contractors are afforded a fair opportunity to be considered for each task/delivery order, consistent with FAR 16.505(b), and when requested, maintain strict confidentiality of the Contractor requesting assistance.

The Ombudsman shall not participate in the evaluation of proposals submitted on the basic contract, the source selection process on the basic contract, or the adjudication of formal contract disputes arising under the basic contract or any individual order issued under it.

Interested parties may contact the Task/Delivery Order Contract Ombudsman by contacting:

Director, Policy, Oversight, and Customer Support  
Department of Homeland Security  
Office of Procurement Operations  
245 Murray Lane, Bldg 410  
Washington, DC 20528

#### **G.5 Ordering (Indefinite Delivery Type Contracts)**

All Warranted Contracting Officers of DHS are authorized ordering officers. For those agencies outside DHS, the PACTS Program Manager and Contracting Officer will determine on a case-by-case basis whether or not the PACTS contract may be used. Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on Optional Form (OF) 347 by the CO. All orders are subject to the terms and conditions of the contract. This contract shall take precedent in the event of a conflict with any task order.

##### **G.5.1 Order Information**

TOs issued shall include, but not be limited to the following information (when applicable):

- (a) Date of order;
- (b) Contract and order number;

- (c) Type of Order;
- (d) Appropriation and accounting data;
- (e) Description of the services to be performed;
- (f) Description of end item(s) to be delivered;
- (g) DD Form 254 (Contract Security Classification Specification);
- (h) Contract Data Requirements List;
- (i) The individual responsible for inspection/acceptance;
- (j) Period of performance/delivery date;
- (k) Estimated number of labor hours for each applicable labor category;
- (l) The price or estimated ceiling for the order; and
- (m) List of Government furnished equipment, material, and information.

### **G.5.2 Modification of Orders**

The Ceiling Price or Fixed Price for each TO may not be changed except when authorized by a modification to the TO.

### **G.5.3 Unilateral Orders**

TOs under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the TO CO may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

## **G.6 Preparation of Vouchers**

### **G.6.1 General**

(a) SF-1034, Public Voucher for Purchases and Services Other Than Personal, shall be prepared and submitted for payments under this contract, unless otherwise specified in the individual TO.

(b) To ensure timely processing of payment, an original and three copies of T&M and LH vouchers shall be forwarded simultaneously to the addresses specified in the TO as follows:

- (1) Copy to the Finance Office;
- (2) Copy to the TO CO; and
- (3) Copy to the TO COTR.

(c) To ensure timely processing of the Contractor's invoices, an original and two (2) copies of FFP vouchers shall be forwarded simultaneously to the addresses specified in the TO as follows (they do not have to be submitted through the cognizant audit office):

- (1) The Finance Office;
- (2) The TO CO; and
- (3) The TO COTR.

(d) All vouchers submitted to the Government shall delineate cost by:

- (1) Contract and TO Number;
- (2) Funding document/order billing item or contract line item number (FFP, LH and T&M task orders); and
- (3) Any additional information required by specific payment clauses.



(e) The TO COTR will forward a copy of the certified voucher to the cognizant finance office for payment.

### **G.6.2 Billing Instructions**

T&M vouchers and required supporting documentation shall be submitted pursuant to FAR 52.232-7.

For T&M orders, supporting documentation shall be provided identifying the purpose and itinerary of all travel and other cost reimbursable ODCs being billed during the billing period.

For FFP funding documents/TOs, vouchers shall be submitted upon achievement of the billing milestones identified in the TO if applicable. Progress payments pursuant to FAR 52.232-16 may be liquidated against the billing milestones established in each task order.

A completion voucher will be submitted for each funding document/order in accordance with FAR 52.216-7.

### **G.7 Quick-Closeout Procedure**

The TO CO is authorized to use the quick-closeout procedure for TOs issued under this contract in accordance with FAR 42.708, Quick-Closeout Procedure.

Final invoices which result in a charge to the Government in excess of \$250.00 or refunds to the Government in excess of \$250.00 shall be processed prior to quick-closeout of the TO. Amounts due to the Contractor or refundable to the Government of less than \$250.00 are considered de minimums and will not be processed.

Submission of a final “0-dollar invoice” is not required. Once agreement for quick-closeout is reached on individual TOs, a bilateral modification will be issued to closeout the TO. Once the bilateral modification is executed by the CO, the TO is closed and no further invoicing, adjustments, or claims will be accepted.

All TOs under this contract do not have to be closed in accordance with quick-closeout procedures. The TO CO and the Contractor will evaluate complex TOs on a case-by-case basis for applicability of quick-closeout procedures.

Modifications for quick-closeout will include the following statement: “The bilateral execution of this modification releases the Government and [insert Contractor name] from any further obligation.”

### **G.8 Meetings**

#### **G.8.1 Contract Level Meetings**

Quarterly PACTS meetings shall be necessary to market services, resolve problems, or to facilitate understanding of the requirements of the contract. The participants at these meetings shall include the PACTS Contracting Officer, the PACTS Program Manager and company representatives. All Industry costs associated with the attendance at these meetings shall be at no direct cost to the Government. The Government may, at its option, hold these meetings in person, by teleconference or via the internet.

### **G.9 Contractor Re-Representation**

If an awardee's size status changes as a result of merger, acquisition, or size status recertification at the contract option period such that the contract option isn't exercised, current task order performance may still be completed and task order options may still be exercised. The Government will change the Federal Procurement Data System classification for the contract award such that the options are credited or re-represented. The Contractor would then be no longer eligible to participate in future task order competitions.

**(End of Section G)**



## **SECTION H – SPECIAL CONTRACTING REQUIREMENTS**

### **H.1 Authorized Users**

This Department-Wide Acquisition Contract is available for the use by all U.S. Department of Homeland Security Offices. The Department of Homeland Security reserves the right to authorize use by other entities in support of homeland security.

### **H.2 Minimum Dollar Guarantee and Maximum Contract Limitation**

The minimum guaranteed amount for this award is \$250.00 throughout the period of performance of this contract. Orders beyond the minimum will be determined by user needs and the results of fair opportunity competitions. The exercise of the option period does not re-establish the contract minimum.

The Government has no obligation to issue task orders to the Contractor beyond the minimum guaranteed amount specified. At the time of award all IDIQ contracts will be obligated with the minimum guaranteed amount of \$250.00.

The combined maximum cumulative dollar amount that may potentially be awarded to all PACTS Contractors is \$1.5 billion. The maximum aggregate dollar value of all task orders awarded to all Contractors cannot exceed the contract ceiling. This ceiling is not being divided among the number of awardees nor is it being multiplied by the number of awardees.

### **H.3 Contractor Justification for Other Direct Costs (ODCs)**

All materials required for performance under the TOs issued pursuant to this contract that are not Government-furnished, shall be furnished by the Contractor. The Contractor shall utilize Government supply sources when available, including the mandatory-for-consideration DHS commodity contracts. When requisitioning procedures reveal that required materials are not available from Government supply sources, the Contractor shall identify them in each TO proposal. Ownership of supplies acquired by the Contractor with Government funds, for performance of this contract, shall vest with the Government. The Contractor shall include a detailed description of all proposed ODCs in individual TO proposals.

### **H.4 Selected Items of Costs**

#### **H.4.1 Travel Costs (Including Foreign Travel)**

Contractor personnel may be required to travel in support of the requirements of this contract and as stated in individual TOs. Long distance and local travel will be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal. The Contractor shall then coordinate specific travel arrangements with the individual TO COTR to obtain advance, written approval for the travel about to be conducted. The Contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the TO CO is required, prior to undertaking such travel.

The Contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement. Travel performed for personal convenience or daily travel to and from work at the Contractor's facility or local Government facility (i.e., designated work site) shall not be reimbursed hereunder. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

#### **H.4.2 Training**

The Government will not allow costs, nor reimburse costs associated with the Contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the TO CO. Attendance at workshops or a symposium is considered training for purposes of this clause.

#### **H.4.3 General Purpose Office Equipment (GPOE) and IT**

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The Contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

#### **H.5 Government Property, Information, Workspace**

The Government may provide the items listed below as necessary for the Contractor to fulfill the tasks described in task order statements of work.

(a) Government Furnished Property (GFP). The Government may provide hardware and/or software requiring technical analysis, evaluation, verification, or study in support of a specific TO. Such GFP will be specified in individual TOs. GFP provided to the Contractor in support of individual TOs shall be tracked through applicable procedures provided by the TO CO in accordance with the FAR. Property shall be accounted for and marked accordingly for identification and tracking purposes with the Contract Number, Task Order Number, Serial Number and other information as required by the TO CO. All GFP shall be returned to the Government at the completion of each TO unless otherwise specified.

The Government does not intend to provide hardware/software equipment required to accomplish day-to-day work requirements in support of the overall contract-level effort.

(b) Government Furnished Information (GFI). The Government may provide information (e.g., technical data, applicable documents, plans, regulations, specifications, etc.) in support of a specific task. Such GFI will be specified in individual TOs.

(c) Government-Furnished Workspace. Such Government Furnished workspace, which may include work stations with a computer, phone, etc., will be specified in individual TOs.

## **H.6 Government Property**

### **H.6.1 Contractor Acquired Property**

In the event the Contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45 is required.

### **H.6.2 Disposition of Government Property**

Thirty (30) calendar days prior to the end of the TO period of performance, or upon termination of the contract, the Contractor shall furnish to the TO COTR a complete inventory of all Government Property in their possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The TO COTR will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

## **H.7 Performance-Based Services Contracting (PBSC)**

Through the direction of the Office of Management and Budget (OMB) Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to task orders issued under this contract to the maximum extent practicable.” For information about PBSC, refer to OFPP’s Best Practices Handbook located at:

<http://www.arnet.gov/Library/OFPP/BestPractices/>.

PBSC TOs must include at a minimum:

- (a) Performance requirements that define the work in measurable, mission-related terms;
- (b) Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements;
- (c) A Government Quality Assurance Surveillance Plan (QASP) or other suitable plan that describes how the Contractor’s performance will be measured against the performance standards or service level agreements (SLAs); and
- (d) If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the performance standards/SLAs.

## **H.8 Conversion to a Performance Based Task Order**

If both the Government and the Contractor agree, a TO can be converted from a term contract to a fixed price completion performance based service contract after the initial period of performance. The conversion is accomplished as follows:

(a) Within ninety calendar days prior to the end of the TOs’ initial period of performance, the Contractor shall prepare and submit for Government review, comment, and concurrence:

- (1) A performance work statement (PWS) that captures all of the types of effort performed during the base year of performance, and
- (2) A quality assurance plan (QAP). The QAP will address performance standards which relate to the performance requirements; how the Contractor’s performance will be measured against the performance standards, and surveillance schedules and methods. The QAP may either be included as part of the PWS or as a separate document.

(b) Within sixty calendar days prior to the end of the TO's initial period of performance, the Government and the Contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QAP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the TO to incorporate the agreed to documents to accomplish the conversion to a performance based contract.

### **H.9 Past Performance Information**

Past performance information is relevant for future TO source selection purposes, regarding a Contractor's actions under previously awarded TOs under the same contract. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship; the Contractor's adherence to contract schedules, including the administrative aspects of performance; the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Contractor's business-like concern for the interests of the customer.

Task Order proposals will be evaluated in accordance with the selection criteria set forth in the TORFP. The Government's award decision will be based on the evaluation criteria specified in the TORFP. Among other sources, evaluation of past performance may be based upon information in the Contractor Performance System (CPS) or from a database built from past performance assessments provided by TO COTRs on individual TOs performed throughout the life of the contract. The order of importance for the factors will be identified in each individual TORFP. If necessary, during the evaluation of proposals, the Government may contact a Contractor with questions concerning its proposal. Upon completion of evaluations, the CO will issue a task order to the Contractor whose proposal represents the best value to the Government.

Upon completion of a TO whose total value (including options) is \$100,000 or greater, the TO COTR will complete a TO evaluation using the NIH Contract Performance System (CPS), a past performance collection tool that feeds the Government's central repository for the collection and utilization of past performance information – Past Performance Information (PPI) <http://www.ppirs.gov>. The PACTS CO will also collect past performance information at the contract level. CPS is a web-enabled tool for the COTR to evaluate the Contractor's performance and for the Contracting Officer and Contractor to review, comment on, and approve evaluations. The tool can be accessed at <http://cps.od.nih.gov/>. The Contractor will be allowed thirty (30) calendar days to submit comments, rebutting statements, or additional information. Comments, if any shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel and the Contractor whose performance is being evaluated during the period the information may be used to provide source selection information.

### **H.10 Disclosure of "Official Use Only" Information Safeguards**

Any Government information made available or to which access is provided, and which is marked or should be marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employees of the Contractor or Subcontractor at any tier shall require prior written approval of the TO Contracting Officer. Requests to make such disclosure should be addressed to the TO Contracting Officer.

### **H.11 Disclosure of Information – Official Use Only**

Each officer or employee of the Contractor or Subcontractor at any tier to whom “Official Use Only” information may be made available or disclosed shall be notified in writing by the Contractor that “Official Use Only” information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such “Official Use Only” information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

### **H.12 Electronic Access to the Contract**

Contractors are hereby advised that a conforming (up to date to include all modifications, if any) copy of the contract including all modifications, and also including prices for the base period and option periods, if exercised, shall be made available on the firm's website for public viewing. Awarded line item pricing is deemed to be public data.

### **H.13 Industry Partner Webpage**

It is a material contract requirement that, for the life of the contract, each Contractor shall design, deploy, operate, maintain, update and manage a 24x7 Section 508 compliant informational web page (or pages). This webpage shall not be a direct charge under this contract. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the ability to provide world-class services under PACTS. The webpage should demonstrate the functional capability associated with different products or business areas awarded under PACTS. Each Contractor shall provide a prominent hyperlink to the aforementioned webpage on their internet home page. This webpage at a minimum must include the following:

- 1) A Conforming version of the contract;
- 2) A list of all team members/subcontractors and their capability/area of expertise;
- 3) A description of the functional areas awarded under PACTS
- 4) Corporate points of contact

The specific taxonomy and aesthetics of the web content remains at the discretion of the Contractor. The website content shall be deployable and operational within 60 calendar days of Contract award.

### **H.14 Standard of Conduct at Government Installations**

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. The Contractor is also responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government resources except as authorized.

### **H.15 Advertisements, Publicizing Awards and News Releases**

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any publicity news release or commercial advertising without first obtaining explicit written

consent to do so from the PACTS Program Manager. This restriction does not apply to marketing materials developed for presentation to potential Government customers of this contract vehicle.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

#### **H.16 Contractor's Employees Identification**

During the period of this contract, the rights of ingress and egress to and from any office for Contractor's personnel shall be made available as deemed necessary by the Government. All Contractor employees, whose duties under this contract require their presence at any Government facility, shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. Obtaining the corporate identification badge is the sole responsibility of the Contractor. All prescribed information shall immediately be delivered to the appropriate Government Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations applicable to that site.

#### **H.17 Subcontracting**

Subcontracting will be in accordance with FAR 52.244-2 – Subcontracts.

#### **H.18 Notification Requirements Under T&M Contracts**

Contractor notification requirements for 52.232-7(c) "Payments under Time and Materials and Labor Hours" for T&M TOs (clauses are in Section I by reference), shall be accomplished only by separate correspondence directed to the TO CO with copies to the TO COTR. No other form of "notification" (e.g., mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the TO CO shall not constitute compliance with this requirement.

#### **H.19 Key Personnel**

Key personnel are those Contractor personnel considered to be essential to the performance of the contract and TOs.

The Contractor's Program Manager, as described in Section G.2.4, is designated as key, and may only be replaced with the approval of the PACTS Program Manager and the PACTS CO, in accordance with the terms and conditions of Section H.20. The Contractor's Program Manager (name, telephone number and e-mail address) identified for this contract will be inserted in the contract at time of award.

If the Government determines that certain personnel are "key" to successful completion of a TO, they will be designated as "Key Task Order Personnel" in the TO. Key Task Order Personnel are defined as follows:

- (a) Personnel identified in the Task Proposal as key individuals to be assigned for participation in the performance of the TO and who may, at the discretion of the Government, be interviewed to verify resume representations;
- (b) Personnel whose resumes were submitted with the TO Proposal; or



- (c) Individuals who are designated as key personnel by agreement of the Government and the Contractor during TO negotiations.

## **H.20 Substitution of Key Personnel**

The Contractor shall notify the TO CO and the TO COTR prior to making any changes in Task Order Key Personnel. No changes in TO Key Personnel will be made unless the Contractor can demonstrate that the qualifications of prospective replacement personnel are equal to or better than the qualifications of the TO Key Personnel being replaced. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The TO CO shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (a) an explanation of the circumstances necessitating the substitution;
- (b) a complete resume of the proposed substitute; and
- (c) any other information requested by the TO CO to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

The PACTS Program Manager and the PACTS CO will evaluate substitutions at the contract level and the TO COTR will evaluate TO level substitutions. These individuals will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval in writing. All disapprovals will require resubmission of another substitution within 15 calendar days by the Contractor.

## **H.21 Interrelationships of Contractors**

The Government has entered into other contractual relationships in order to provide technical services in the conduct of program management, administrative, clerical, and technical services. Further, the Government may elect to extend these existing relationships or enter into new relationships. These services are separate from the work to be performed under PACTS, but may be linked or related to PACTS efforts. The Contractor may be required to coordinate with other non-PACTS Contractor(s) in providing suitable, non-conflicting technical interfaces and/or in the avoidance of duplication of effort. Through suitable taskings, non-PACTS Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information on reports/documentation provided under this contract may, at the discretion of the Government, be provided to non-PACTS Contractor(s) for the purpose of review.

A Non-Disclosure Agreement (NDA), DHS Form 11000-6, (*Attachment J-3, Non-Disclosure Agreement*), shall be signed by all Contractor employees assigned to perform services under a TO prior to any work commencing on the TO.

## **H.22 Observance of Legal Holidays and Excused Absence**

- (a) The Government hereby provides notification that Government personnel observe the listed days as holidays: These holidays only apply to services performed within the United States, and is provided for informational purposes only.

- |                                   |                   |
|-----------------------------------|-------------------|
| (1) New Year's Day                | (6) Labor Day     |
| (2) Martin Luther King's Birthday | (7) Columbus Day  |
| (3) President's Day               | (8) Veterans' Day |

- |                      |                      |
|----------------------|----------------------|
| (4) Memorial Day     | (9) Thanksgiving Day |
| (5) Independence Day | (10) Christmas Day   |

(b) In addition to the days designated as holidays, the Government observes the following days:

- (1) Any other day designated by Federal Statute
- (2) Any other day designated by Executive Order
- (3) Any other day designated by the President's Proclamation

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

(d) When the Federal and governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the TO CO or the TO COTR.

(e) If Government personnel are furloughed, the Contractor shall contact the TO CO or the TO COTR to receive direction. It is the Government's decision as to whether the contract price will be affected. Generally, the following situations apply:

- (1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station) shall continue to work and the contract price shall not be reduced or increased.
- (2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

(f) In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.

(g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to stop work provisions as cited in other sections of this contract.

## **H.23 Insurance**

### **(HSAR 3052.228-70) (DEC 2003)**

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or Insurance - Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be furnished at any time at the request of the CO and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).



(b) General liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The Contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

#### **H.24 Information Technology Accessibility for Persons with Disabilities**

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508 Electronic and Information Technology Accessibility Standards may be obtained via the Web at the following URL: from [www.Section508.gov](http://www.Section508.gov).

#### **H.25 Notice of Internet Posting of Base Contract Awards**

DHS intends to electronically post the PACTS contracts, including fully-burdened ceiling labor rates, to the DHS web site. This does not include Contractor proposals or any other proprietary information provided by Contractors relevant to TO performance or by Offerors in response to the PACTS solicitation. Posting of the contract documents and associated modifications via the Internet is in the best interest of the Government as well as the Contractors. It will allow Contractors to direct future customers to the site to view labor categories and rates as they develop their Independent Government Cost Estimates (IGCE) in preparation of proposed TOs.

#### **H.26 On-Line Proposal and Ordering Capability**

DHS may utilize an internet portal for the purpose of electronic and paperless TO processing. If an internet portal is utilized, the Contractor will be required to support the electronic information requirements of the portal. The processing procedures and information requirements will be written into the contract at the time such capability is implemented.

#### **H.27 Post Award Conference**

The Contractor shall participate in a post award conference that will be held within ten (10) business days after contract award. The purpose of the post award conference is to aid both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements and identify and resolve potential problems (See FAR Subpart 42.5).

The ESO is responsible for establishing the time and place of the conference and will notify the appropriate Government representatives and the Contractors. The PACTS Program Manager will designate or act as the chairperson at the conference. The chairperson of the conference shall conduct the meeting.

The conference may be conducted at a location within the Washington DC commuting area at the Government's discretion.

The Contractor further agrees to attend post award conferences on task orders as required. The TO post award conferences will establish work level points of contact for the TO, determine the TO administration strategy, roles and responsibilities and ensure prompt payment and TO close out.

## **H.28 Meetings/Conferences**

Pre-award meetings or conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract or task orders. All costs associated with the attendance at pre-award meetings/conferences shall be incidental to the contract and not separately billed.

## **H.29 Organizational Conflict of Interest**

### **(HSAR 3052.209-72) (JUN 2006)**

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting \_\_\_\_["TO contracting officer shall insert description here"].\_\_\_\_

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

(1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The Contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

### **H.30 Fair Labor Standards**

The Service Contract Act (SCA) applies to every contract entered into by the United States or the District of Columbia, the principal purpose of which is to furnish services in the United States through the use of service employees. Contractors and subcontractors performing on such Federal contracts must observe minimum wage and safety and health standards, and must maintain certain records, unless a specific exemption applies.

All of the SCA Wage Determination Indices are incorporated by reference into this solicitation and will be updated with each subsequent exercise of option. The incorporated SCA Wage Determination will apply for any TO negotiated during the applicable period.

Through the submission of pricing information, the Contractor is certifying that they are able to meet or exceed every Wage Determination on Wage Determination Online.gov (<http://www.wdol.gov>).

**(End of Section H)**

## SECTION I - CONTRACT CLAUSES

### I.1 General

The Ordering Activity may include additional contract clauses in orders, others than those enumerated in this section, such as (1) option FAR clauses, (2) activity clauses, (3) unmentioned FAR alternate clauses, and (4) order specific clauses.

Some orders may have work containing a combination of contract types, i.e., fixed-price (FP), time & materials (T&M) and labor-hour (LH). The ordering activity is responsible for identifying the applicable order type(s), which must be stated in the task order.

PACTS will also allow requiring activities to choose among the incentive features found in 16.4 that are tied to fixed-price, time-and-materials, and labor hour. Incentive features must be fully expounded in RFQs or RFPs for order opportunities and resulting task orders.

### I.2 Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at these Internet addresses: <http://www.arnet.gov>.

FAR Clause No.	Title and Date
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
52.204-2	Security Requirements (AUG 1996)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.214-35	Submission of Offers in U.S. Currency (APR 1991)

FAR Clause No.	Title and Date
52.215-2	Audit and Records–Negotiation (JUN 1999)
52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
52.215-18	Reversion Or Adjustment Of Plans For Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
52.215-21	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (Oct 1997)
52.216-4	Economic Price Adjustment – Labor and Material (JAN 1997)
52.216-5	Price Redetermination – Prospective (OCT 1997)
52.216-16	Incentive Price Revision – Firm Target (OCT 1997)
52.216-17	Incentive Price Revision – Successive Targets (OCT 1997)
52.216-18	Ordering (OCT 1995). <i>Fill in:</i> Date of award through last day of contract period, as renewed.
52.216-19	Order Limitations (OCT 1995) <i>Fill ins:</i> (a) \$3,000 (b)(1) N/A 2) N/A 3) N/A (d) 3
52.216-22	Indefinite Quantity (OCT 1995) <i>Fill in:</i> contract expiration date plus 12 months.
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition With Adequate Price Competition (FEB 2007)
52.217-8	Option to Extend Services (NOV 1999) <i>Fill in:</i> Within 60 calendar days
52.219-8	Utilization of Small Business Concerns (MAY 2004)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (MAR 2007)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (SEP 2006)
52.222-41	Service Contract Act of 1965 (NOV 2007)
52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 1989)
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (NOV 2006)
52.222-44	Fair Labor Standards Act and Service Contract Act—Price Adjustment (FEB 2002)

<b>FAR Clause No.</b>	<b>Title and Date</b>
52.222-50	Combating Trafficking in Persons (AUG 2007)
52.223-5	Pollution Prevention and Right-To-Know Information (AUG 2003)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-10	Waste Reduction Program (AUG 2000)
52.223-14	Toxic Chemical Reporting (AUG 2003)
52.224-1	Privacy Act Notification (APR 1984)
52.224-2	Privacy Act (APR 1984)
52.225-8	Duty-Free Entry (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
52.227-1	Authorization and Consent (DEC 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-3	Patent Indemnity (APR 1984)
52.227-14	Rights in Data - General – Alternate IV (DEC 2007)
52.227-19	Commercial Computer Software – Restricted Rights (DEC 2007)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (APR 1984)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.228-7	Insurance – Liability to Third Parties (MAR 1996)
52.229-3	Federal, State, and Local Taxes (APR 2003)
52.232-1	Payments (APR 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts (FEB 2007)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-9	Limitation of Withholding of Payments (APR 1984)
52.232-11	Extras (APR 1984)
52.232-16	Progress Payments (APR 2003)
52.232-17	Interest (JUN 1996)
52.232-18	Availability of Funds (APR 1984)
52.232-19	Availability of Funds for the Next Fiscal Year (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003) ALT I (FEB 2002)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)
52.233-1	Disputes (JUL 2002) ALT I (DEC 1991)
52.233-3	Protest After Award (AUG 1996) ALT I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)

<b>FAR Clause No.</b>	<b>Title and Date</b>
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	Continuity of Services (JAN 1991)
52.239-1	Privacy or Security Safeguards (AUG 2007)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.243-1	Changes--Fixed-Price (AUG 1987) ALT II (APR 1984)
52.243-3	Changes--Time and Material or Labor Hours (SEP 2000)
52.244-2	Subcontracts (JUN 2007)
52.245-1	Government Property (JUN 2007)
52.245-2	Government Property Installation Operation Services (JUN 2007)
52.246-25	Limitation of Liability – Services (FEB 1997)
52.249-2	Termination for Convenience of the Government (Fixed Price)(MAY 2004)
52.249-4	Termination for Convenience of the Government (Services)(Short-Form)(APR 1984)
52.249-6	Termination (Cost Reimbursement)(MAY 2004) and ALT IV (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

### **I.3 Limitation of Future Contracting**

#### **(HSAR 3052.209-73) (JUN 2006)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is [describe the conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall



remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

#### **I.4 Notification of Ownership Changes (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 calendar days.

(2) The Contractor shall also notify the ACO within 30 calendar days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **I.5 Determination of Award Fee (HSAR 3052.216-71) (DEC 2003) (For Award Fee Task Orders Only - If Applicable)**

(a) The Government shall evaluate contractor performance at the end of each specified evaluation period(s) to determine the amount of award. The Contractor agrees that the amount of award and the award fee methodology are unilateral decisions to be made at the sole discretion of the Government.

(b) Contractor performance shall be evaluated according to a Performance Evaluation Plan. The Contractor shall be periodically informed of the quality of its performance and areas in which improvements are expected.



(c) The Contractor shall be promptly advised, in writing, of the determination and reasons why the award fee was or was not earned. The Contractor may submit a performance self-evaluation for each evaluation period. The amount of award is at the sole discretion of the Government but any self-evaluation received within (insert number) days after the end of the current evaluation period will be given such consideration, as may be deemed appropriate by the Government.

(d) The Government may specify that a fee not earned during a given evaluation period may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

#### **I.6 Performance Evaluation Plan**

##### **(HSAR 3052.216-72) (DEC 2003) (For Award Fee Task Orders Only-If Applicable)**

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the Contractor \_\_\_\_\_ (insert number) calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor \_\_\_\_\_ (insert number) calendar days prior to the start of the evaluation period to which the change will apply.

#### **I.7 Distribution of Award Fee**

##### **(HSAR 3052.216-73) (DEC 2003) (For Award Fee Task Orders Only-If Applicable)**

(a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period:  
Available Award Fee:  
(Insert appropriate information)

(b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

(c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with evaluation period activities or events as determined by the Government.

(d) The Government will promptly make payment of any award fee upon the submission by the Contractor to the contracting officer's authorized representative, of a public voucher or invoice in

the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

## **I.8 Post-Award Small Business Program Rerepresentation (FAR 52.219-28) (June 2007)**

(a) *Definitions.* As used in this clause—

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at:

<http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it \_\_\_ is, \_\_\_ is not a small business concern under NAICS Code (See Section C of award document) assigned to contract number \_\_\_\_\_.

*[Contractor to sign and date and insert authorized signer's name and title].*

### **I.9 Notification of Employee Rights Concerning Payment of Union Dues or Fees (FAR 52.222-39) (DEC 2004)**

(a) Definition. As used in this clause— “United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees. Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.

Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-

Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

## **I.10 Performance-Based Payments**

### **(FAR 52.232-32) (JAN 2008)**

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30<sup>th</sup> day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's—

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination or special tooling clauses) shall determine the handling and disposition of the property.



(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not—

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall—

- (i) Excuse the Contractor from performance of obligations under this contract; or
  - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause—
- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
  - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:
- (1) The name and address of the Contractor;
  - (2) The date of the request for performance-based payment;
  - (3) The contract number and/or other identifier of the contract or order under which the request is made;
  - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
  - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:
- I certify to the best of my knowledge and belief that—
- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
  - (2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
  - (3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
  - (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and
  - (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

**(End of Section I)**



## **SECTION J – LIST OF ATTACHMENTS**

- J-1 Sample Monthly Contract Status Report (Ref: Section F.10)
- J-2 Sample Subcontracting Report (Ref: Section F.12)
- J-3 Non-Disclosure Agreement, DHS Form 11000-6 (Ref: Section H.21)
- J-4 Pricing Templates (Ref: Section L.2 and L.11.2, Volume 2, Tab C)
- J-5 Program Manager Resume Format (Ref: Section L.10, Tab B)
- J-6 Relevant Experience Form (Ref: Section L.10, Tab C)
- J-7 Past Performance Statement Form (Ref: Section L.11.1 Volume 1, Tab F)
- J-8 Past Performance Questionnaire (Ref: Section L.11.1 Volume 1, Tab F)
- J-9 Staffing Level Profile Form (Ref: Section L.11.1 Volume 1, Tab H)
- J-10 Labor Category Table (Ref: Section L.11.1 Volume 1, Tab H)
- J-11 Quality Recognition and Certification Form (Ref: Section L.11.1 Volume 1, Tab F)
- J-12 Proposal Preparation Checklist (Ref: Section L.11.2 Volume II, Tab E)
- J-13 DHS Official Seal Usage Approval (Ref. Section D. 2)

**(End of Section J)**

## SECTION K – REPRESENTATIONS AND CERTIFICATIONS

### K.1 Annual Representations and Certifications

#### (FAR 52.204-8) (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [*insert NAICS code*].

(2) The small business size standard is \_\_\_\_\_ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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_____	_____	_____	_____
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

### K.2 Small Business Program Representations

NOTE: Offerors shall complete this certification with the applicable NAICS codes for the functional categories proposed.

#### (FAR 52.219-1) (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_.

(2) The small business size standard is \$6.5 million for NAICS Codes \_\_\_\_\_ *[insert size standard]*.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it \_\_\_ is, \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

### **K.3 Trade Agreements Certificate**

#### **(FAR 52.225-6) (JAN 2005)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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_____	_____
_____	_____

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[List as necessary]

The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

**K.4 Prohibition on contracts with corporate expatriates**  
**(HSAR 3052.209-70) (June 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]: \_\_\_ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#);

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it has submitted a request for waiver pursuant to [3009.104-74](#), which has not been denied; or

\_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR [3009.104-70](#) through [3009.104-73](#), but it plans to submit a request for waiver pursuant to [3009.104-74](#).

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

**(End of Section K)**



## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Offerors shall note that the evaluation of PACTS proposals will be conducted in two (2) phases. In Phase I, the Government will evaluate the Offerors' Program Manager Qualifications and Experience. Only those Offerors that are determined to be the most highly rated as a result of Phase I will be eligible to submit proposals for Phase II. In Phase II, the Government will evaluate the Offerors' Program Management and Quality Control; Past Performance; Ability to Provide Effective Solutions; Ability to Recruit, Train, and Retain High Quality Personnel; and Price.

The following chart outlines the information required to be submitted during each phase:

Phase	Volume / Proposal Tab	Tab Title
Phase I	Volume I / Tab A	Cover Letter and Executive Summary
Phase I	Volume I / Tab B	Factor 1: Program Manager Qualifications
Phase I	Volume I / Tab C	Factor 2: Experience
Phase II	Volume II / Tab D	Cover Letter and Executive Summary
Phase II	Volume II / Tab E	Factor 3: Program Management and Quality Control
Phase II	Volume II / Tab F	Factor 4: Past Performance
Phase II	Volume II / Tab G	Factor 5: Ability to Provide Effective Solutions
Phase II	Volume II / Tab H	Factor 6: Ability to Recruit, Train, and Retain High-Quality Personnel
Phase II	Volume III / Tab I	Exceptions and Deviations
Phase II	Volume III / Tab J	Contract Documents and Associated Information
Phase II	Volume III / Tab K	Price Proposal
Phase II	Volume III / Tab L	Financial Statements

Offerors shall note that during either Phase I or Phase II, the Government may select one (1), all, or none of the Functional Categories to which the Contractor has proposed for further consideration and/or award. Proposals should be clear as to which Functional Category(ies) are being proposed. Failure to delineate between the proposed Functional Categories is at the Offeror's risk, and may result in a Contracting Officer determination to not evaluate a proposal. This determination will be made at the sole discretion of the Contracting Officer.

### L.1 Solicitation Provisions Incorporated by Reference (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.



### L.1.1 FAR Provisions and Clauses Incorporated by Reference

FAR Clause No.	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004)
52.215-16	Facilities Capital Cost of Money (JUN 2003)
52.216-28	Multiple Awards for Advisory and Assistance Services (OCT 1995)
52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
52.232-38	Submission of Electronic Funds Transfer Information with Offer (MAY 1999)
52.237-10	Identification of Uncompensated Overtime (OCT 1997)

### L.2 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data

#### (FAR 52.215-20) (OCT 1997) - ALT IV (Oct 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

(1) Breakout for Section B - Price Proposal. The Offeror shall submit information other than cost or pricing data in support of the prices proposed in Attachment J-4, Part III, *Pricing Templates – Other Pricing Information*.

(i) Labor Rates. The Offeror shall provide a complete breakout of the cost items that make up the fully-burdened labor rates proposed for Section B for the entire sixty (60) month ordering period. This labor rate breakout shall include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully burdened labor rates shall include a rate to accommodate the cost of the contract-level program management specified in Section B.3.1. The use of uncompensated overtime is not generally encouraged. Offerors shall propose all hourly rates based on a 40-hour work-week (ex. 1,920 hours per year, or in accordance with the Offeror's Generally Acceptable Accounting Principles (GAAP)).

Contractor site rates shall also include contractor-provided facilities, furniture, equipment, supplies, tool kits, employee training and overhead amounts required for work at the Contractor's site. This includes, but is not limited to, telephones, facsimile machines and their telecommunications lines, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software, such as word processors, spreadsheets, graphics, normal copying and reproduction costs.

(ii) Other Direct Costs (ODCs). The Contractor shall develop a mark-up rate for applying to ODCs on FP, LH and T&M TOs. This rate shall be the ceiling rate for the duration of the contract to include option years, if exercised.

### **L.3 Type of Contract (FAR 52.216-1) (APR 1984)**

The Government contemplates award of multiple IDIQ contracts resulting from this solicitation. The contracts will utilize Labor Hour, Time and Materials, and various Firm-Fixed Price contract types.

### **L.4 Service of Protest (FAR 52.233-2) (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Harrison Smith  
Contracting Officer  
U.S. Department of Homeland Security  
Office of Procurement Operations  
245 Murray Lane, Bldg 410  
Washington, DC 20528

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.5 Proposal Schedule**

All Phase I submissions are due NO LATER THAN 4:00PM, Washington, D.C. local time on June 26, 2008. Phase I proposals received after the date and time specified for receipt will not be considered by the Government, at the sole discretion of the Contracting Officer.

Only those Offerors that have been determined to be the most highly rated as a result of the Phase I evaluation will be invited to submit a proposal under Phase II. The Offerors eligible for Phase II will be notified of the Phase II proposal due date upon completion of the Phase I evaluation by the Government. It is anticipated that the Phase II submission due date will be approximately thirty (30) calendar days after eligible Offerors have been notified. Offerors not eligible to submit a proposal under Phase II will also be notified.

(CAUTION: See the proposal submission instructions at L.5.2, including the provision describing treatment of late submissions, notifications and withdrawals of proposals at FAR Clause 52.215-1 Instructions to Offerors — Competitive Acquisition).

#### **L.5.1 Communications and Questions**

Communications and questions concerning this solicitation or requests for clarification shall be made in writing to the Contracting Officer.

The due date for communications and questions concerning Phase I of the RFP is June 13, 2008.

As soon as an Offeror is aware of any problems or ambiguities in interpreting the specifications, terms or conditions, instructions or evaluation criteria of this solicitation, the Contracting Officer shall be notified.

Electronic submission of questions and comments shall be submitted via the PACTS mailbox at [PACTS@DHS.GOV](mailto:PACTS@DHS.GOV). Electronic mail attachments, if included, shall be prepared using Microsoft Office. Note that proposal submissions shall not be accepted electronically.

When submitting questions and comments, please refer to the specific text of the RFP in the following format:

**Subject: RFP No. HSHQDC-08-R-00038**  
**Reference: RFP Section \_\_\_\_, Paragraph(s) \_\_\_\_, Page(s) \_\_\_\_.**

Pertinent questions will be answered via amendment and provided to all Offerors on the Internet at [www.fbo.gov](http://www.fbo.gov). DHS will not attribute the questions to the submitting Offerors, but the text of the questions and answers may be available to the general public.

### **L.5.2 Submission Instructions**

For both Phase I and Phase II, the proposal shall be delivered in a box to the following address:

U.S. Department of Homeland Security  
Attn: Harrison Smith, C/O Edwin Burton; Site Supervisor  
245 Murray Lane  
Bldg 410  
Washington, D.C. 20528

No deliveries will be accepted at any other DHS location and no electronic submissions will be accepted.

The outer wrapping of each box of the offer shall cite the information shown below. Failure to properly address the outer wrapping correctly may cause an offer to be misdirected.

- (a) Offeror's name and return address
- (b) U.S. Department of Homeland Security  
Attn: Harrison Smith C/O Edwin Burton; Site Supervisor  
245 Murray Lane  
Bldg 410  
Washington, D.C. 20528
- (c) DHS Solicitation Number: HSHQDC-08-R-00038 / PACTS

If the Offeror elects to forward the offer by means other than U.S. mail, it assumes the full responsibility of ensuring that the offer is received at the place and by the date and time specified in this solicitation. Such proposals must be closed and sealed in a box as if for U.S. Postal mailing, and must also be marked as set forth above.

### **L.6 Solicitation Copies and Enclosures**

An electronic copy of the solicitation and related documents will be available via the Internet at: [www.fbo.gov](http://www.fbo.gov). It shall be the responsibility of the firm to reproduce additional copies for its use.

## L.7 Proposal Preparation Costs

This RFP does not commit the Government to pay any cost for the preparation and submission of a proposal in response to this RFP. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this procurement.

## L.8 Small Business Classification Code

For purposes of this solicitation and each resultant contract, North American Industry Classification System (NAICS) codes will be established at the Functional Category level. Under these classifications, a concern is considered a small business if its average annual receipts for its preceding three (3) fiscal years do not exceed the size standard reflected in the following table:

Functional Category	Description	NAICS Code and Description	Size Standard
1	Program Management	541611 - Administrative Management and General Management Consulting Services. Provides operating advice and assistance to businesses and other organizations on administrative management issues, such as financial planning and budgeting, equity and asset management, records management, office planning, strategic and organizational planning, site selection, new business startup and business process improvement. This industry also includes establishment of general management consultants that provide a full range of administrative; human resource; marketing; process, physical distribution and logistics; or other management consulting services	\$6.5M
2	Administrative Services	561110 – Office Administrative Services. Provides day-to-day office administrative services, such as financial planning; billing and recordkeeping; personnel; and physical distribution and logistics for others on a contract or fee basis. These tasks do not provide operating staff to carry out the complete operations of a business.	\$6.5M
3	Clerical	561410 - (Document Preparation Services), 561421 (Telephone Answering Services), and 561431 (Private Mail Centers). Services include: (1) drafting letter or resume writing; (2) document editing or proofreading; (3) typing, word processing, or desktop publishing; and	\$6.5M

		(4) stenography (except court reporting or stenotype recording), transcription, and other secretarial services, (5) answering telephone calls and relaying messages to clients, (6) postal and mailing services and (7) one or more other office support services, such as facsimile services, and word processing services.	
4	Technical Services*	541330 – Engineering Services. Provides physical laws and principles of engineering in the design, development and utilization of machines, materials, instruments, structures, processes, and systems. The assignments undertaken may involve any of the following activities: provision of advice, preparation of feasibility studies, preparation of preliminary and final plans and designs, provision of technical services during the construction or installation phase, inspection and evaluation of engineering projects and related services.	\$4.5M

\* – The exception to the size standard of \$4.5M for NAICS code 541330 is not being utilized under this procurement.

Subcontracted work should be classified under the NAICS code appropriate for the type of work.

### L.9 General Instructions

Offerors shall examine and follow all instructions. Failure to comply with the instructions in any way may result in a determination that the proposal will not be evaluated by the Government. This determination will be made at the sole discretion of the Contracting Officer. Proposals shall conform to solicitation provision FAR 52.215-1 Instructions to Offerors – Competitive Acquisition and be prepared in accordance with this section. To aid in the evaluations, proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narratives, elaborate brochures, uninformative "PR" material and so forth, shall not be submitted. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

The PACTS source selection will be conducted at the Functional Category level (Functional Categories 1 - 4). Offerors can propose to one (1), all, or any combination of the Functional Categories. However, the proposal must demonstrate the Offeror's ability to provide the full range of services and solutions within the Functional Category(ies) to which the Offeror is proposing. Offerors should note that as set forth in L.10 and L.11, portions of the proposal (referred to as Tabs) are required once per proposal, or once for each Functional Category to which the Offeror is proposing.

Offerors shall note that proposals will be submitted in two (2) phases. In Phase I, the Government will evaluate the Offerors' Program Manager Qualifications and Experience. Only those Offerors that are determined to be the most highly rated as a result of Phase I will be eligible for Phase II. It is anticipated that the Phase II submission due date will be approximately thirty (30) calendar days after eligible Offerors have been notified. Offerors not eligible to submit a proposal under Phase II will also be notified. In Phase II, the Government will evaluate the Offerors' Program Management and Quality Control; Past Performance; Ability to Provide Effective Solutions; Ability to Recruit, Train, and Retain High Quality Personnel; and Price.

#### **L.9.1 Proposal Integrity**

In responding to this RFP, it is the Offeror's responsibility to provide current, complete and accurate information in their proposal. If in reviewing the proposal the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used by the Contracting Officer as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for award.

#### **L.9.2 General Format Instructions**

For each phase, if applicable, offerors shall furnish the proposal as set forth in L.10 and L.11. Each volume shall be complete in itself in order that evaluation of one section may be accomplished independently of, and concurrently with, evaluation of another. For hard copies, the Offeror shall provide an Original and five (5) paper copies (six (6) total copies). Each copy shall be clearly marked with the name of the Offeror, the appropriate volume and/or section number, and as Original or the number of the copy (e.g., Copy 1, Copy 2, etc.).

For electronic versions, the Offeror shall provide three (3) electronic (CD) copies which are formatted using Microsoft Office 2000, or an earlier version. Each CD shall be clearly marked with the name of the Offeror, the appropriate volume and/or section number, and as the number of the copy (e.g., Copy 1, Copy 2, etc.). Individual file sizes shall not exceed 5 MB.

Paper size shall be 8 ½" by 11" white paper with printing on one side only. The font (typewritten or printed letters) shall be 11-point Arial. No reduction is permitted except for organization charts or other graphic illustrations. In those instances where reduction is allowable, Offerors shall ensure that the print is easily readable; no less than 8-point font on graphs and 10-point font on tables. Each page shall have adequate margins on each side (at least 1") of the page. Header/footer information (which does not include any information to be evaluated) may be included in the 1" margin space. Fold outs for complete spreadsheets and/or organization charts are permissible up to 8 ½" by 17", with printing on only one (1) side, if secured within the volume. Large sheets (i.e., greater than 8 ½" by 11") shall count as two (2) pages. Offeror's proposals shall not exceed the page limitations. Pages that exceed the maximum page limitation will not be evaluated. A Table of Contents, if included, will not be evaluated and will not be included as part of the page count.

In the event of a conflict between the contents of the hard copy version of the proposal and the contents of the electronic version, the hard copy version shall prevail. In the cover letter, the Offeror shall provide a certification that the hard copy version of the proposal is exactly the same as the electronic version.



Failure to comply with the formatting instructions in any way may result in a Contracting Officer determination that the proposal will not be evaluated. This determination will be made at the sole discretion of the Contracting Officer and in accordance with the instructions identified in L.9.2.

#### **L.10 Format and Instructions for Proposal Submission – Phase I**

Offerors' Phase I submittals shall consist of one (1) volume with three (3) Tabs. The maximum number of pages for each proposal Tab is as set forth below. Any pages exceeding the maximum number of pages will not be evaluated by the Government.

Prime and Joint Venture Offerors submitting a proposal in response to this solicitation must meet the small business size standard for each proposed Functional Category (see Section L.8).

In order for the proposal to be evaluated strictly on the merit of the material submitted, NO PRICE INFORMATION IS TO BE INCLUDED IN THE PHASE I SUBMISSION.

##### **Tab A – Cover Letter (1 page) and Executive Summary (2 pages) – Phase I**

Tab A information shall be submitted once, regardless of the number of Functional Categories to which the Offeror is proposing.

A cover letter shall accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of the Government. The cover letter shall also stipulate that the Offeror's proposal is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement that the Offeror's acceptance period is valid for at least 180 calendar days from the date of receipt by the Government and state that the hard copy version of the proposal is exactly the same as the electronic version.

The Executive Summary shall provide an overview of the Phase I submittal and is to be used by the Government as an aid in understanding the organization, content, and interrelationship of the proposal material. Information is to be presented at the summary level and should only include general information about the proposal and the Offeror's understanding of and capability to meet the requirements of the solicitation.

##### **Tab B – Factor 1: Program Manager Qualifications (3 pages) – Phase I**

Tab B information shall be submitted once, regardless of the number of Functional Categories to which the Offeror is proposing.

The Offeror shall provide the resume of the proposed contract-level Program Manager (PM). The resume shall be provided using the format specified in Attachment J-5, *Program Manager Resume Format*. The labor category description for the contract-level PM is provided in Attachment J-10, *Labor Category Table*. If the proposed contract-level PM is not a current employee of the Offeror, the resume must include a statement that the prospective employee has authorized his/her resume to be submitted, intends to accept employment if the Offeror is selected for award, and that the parties have discussed salary parameters. If the contract-level PM candidate becomes unavailable at any point during the evaluation process, the Offeror shall immediately notify the Contracting Officer in writing.



**Tab C – Factor 2: Experience (2 pages for Each Form, Minimum of 3 Forms, Maximum of 10 Forms (Excludes Teaming Arrangements)) – Phase I**

Tab C information shall be submitted for each Functional Category to which the Offeror is proposing. Each section shall be clearly marked with the name and number of the Functional Category.

If the Offeror is proposing with a team and requests that DHS evaluate a team member's/subcontractor's experience under Factor 2: Experience, the response to Factor 2 must include teaming agreements duly executed by the parties of the Offeror's team. Those teaming agreements shall be valid for a period of not less than five (5) years. Offerors must submit a statement in their proposal indicating an understanding that DHS will evaluate the data received from the team and if an award is made based upon this information, DHS will not allow substitutions of team members or the addition of new members except under extreme circumstances as may be determined at the sole discretion of the Contracting Officer.

Offerors must provide experience information for active or complete "relevant/recent" contracts/task orders and subcontracts (including Federal, State, and local Government and commercial) directly related to each of the proposed Functional Categories. Experience information provided may be from either the prime or a team member/subcontractor. Recent is defined as within the last five (5) years from the date of release of this RFP. Relevant is defined as work similar in complexity and magnitude to the scope of work identified in the SOW. Offerors shall provide the information required in accordance with Attachment J-6, *Relevant Experience Form*. Use one (1) form per experience.

The minimum number of years of experience, by Functional Category, for prime Offerors proposing with team members/subcontractors, without team members/subcontractors, or as a Joint Venture, is as follows:

Functional Category 2 (FC2) – Administrative Services and Functional Category 3 (FC3) – Clerical Services. A minimum of two (2) years of experience relevant/recent to the proposed Functional Category is required for the prime or component of a Joint Venture, and an additional two (2) years of relevant/ recent experience is required for each team member/subcontractor, if any.

Functional Category 1 (FC1) – Program Management Services and Functional Category 4 (FC4) – Technical Services. A minimum of three (3) years experience relevant/recent to the proposed Functional Category is required for the prime or component of a Joint Venture, and an additional three (3) years of relevant/recent experience is required for each team member/subcontractor, if any.

The minimum number of experience forms for an Offeror without team members or subcontractors is three (3) for each proposed Functional Category. The maximum number of experience forms for an Offeror without team members or subcontractors is ten (10) for each proposed Functional Category.

The minimum number of experience forms for an Offeror with team members or subcontractors is three (3) for the prime Offeror and one (1) from each team member or subcontractor for each proposed Functional Category. The maximum total number of experience forms is ten (10) for each proposed Functional Category.

The minimum number of experience forms for a Joint Venture without team members or subcontractors is three (3) from at least one (1) of the components of the Joint Venture, and one (1) from each of the remaining components of the Joint Venture for each proposed Functional Category. The maximum number of experience forms for a Joint Venture without team members or subcontractors is ten (10) for each proposed Functional Category.

The minimum number of experience forms for a Joint Venture with team members or subcontractors is three (3) from at least one (1) of the components of the Joint Venture, and one (1) from each of the remaining components of the Joint Venture, team member, or subcontractor for each proposed Functional Category. The maximum number of experience forms for a Joint Venture with team members or subcontractors is ten (10) for each proposed Functional Category.

### **L.11 Format and Instructions for Proposal Submission – Phase II**

The most-highly rated Offerors from Phase I will be eligible for Phase II. The Offerors eligible for Phase II will be notified of the Phase II proposal due date upon completion of the Phase I evaluation by the Government. It is anticipated that the Phase II submission due date will be approximately thirty (30) calendar days after eligible Offerors have been notified. Offerors not eligible to submit a proposal under Phase II will also be notified.

Offeror's Phase II submittals shall consist of two (2) separate volumes with the maximum number of pages for each proposal Volume and Tab as listed below. The two (2) separate volumes are Volume I – Technical/Management Proposal and Volume II – Pricing.

Prime and Joint Venture Offerors submitting a proposal in response to this solicitation must meet the small business size standard for each proposed Functional Category (see Section L.8).

In order for the technical volume to be evaluated strictly on the merit of the material submitted, NO PRICE INFORMATION IS TO BE INCLUDED IN VOLUME I.

#### **L.11.1 Volume II – Technical/Management Proposal**

##### **Tab D - Cover Letter (1 page) and Executive Summary (2 pages) – Phase II**

Tab D information shall be submitted once, regardless of the number of Functional Categories to which the Offeror is proposing.

A cover letter shall accompany the proposal to set forth any information that the Offeror wishes to bring to the attention of the Government. The cover letter shall also stipulate that the Offeror's proposal is predicated upon all the terms and conditions of this RFP. In addition, it must contain a statement that the Offeror's acceptance period is valid for at least 180 calendar days from the date of receipt by the Government and state that the hard copy version of the proposal is exactly the same as the electronic version.

The Executive Summary shall provide an overview of the Phase II submittal and is to be used as an aid in understanding the organization, content, and interrelationship of the proposal material. Information is to be presented at the summary level and should only include general

information about the proposal and the Offeror's understanding of and capability to meet the requirements of the solicitation.

**Tab E – Factor 3: Program Management and Quality Control (12 pages (Excludes Attachment J-11)) – Phase II**

Tab E information shall be submitted once, regardless of the number of Functional Categories to which the Offeror is proposing.

**(1) Program Management (10 pages)**

The Offeror shall describe its proposed management structure. The Offeror shall also describe the position of the contract-level PM within the overall corporate organization, the level of corporate project oversight planned in terms of authority to make programmatic decisions and implement design solutions, and the corporate capabilities. The Offeror shall also describe its management solution including the following topics:

- The approach and methodologies to the planning, execution, tracking, and reporting of the TOs awarded under this contract.
- The proposed Project Management approach and the Offeror's methodology for ensuring cost, schedule and performance objectives are controlled, reported, and managed.
- The approach for managing multiple TOs for this effort.
- The governance and reporting structure and the degree to which it provides transparency and Government access to real-time cost, schedule and performance metrics.

**(2) Quality Control (2 pages)**

The Offeror shall describe its Quality Control process and how it relates to DHS' objectives stated in Section C of this solicitation. The Offeror's Quality Control solution shall include the following information:

- A description of the Quality Control review/audit process, documentation of the process, methods of internal review, participants in the review and the frequency of review.
- A description of the approach and procedures for handling corrective actions.

**(3) Certifications, Quality Recognition, and Awards**

Using Attachment J-11, *Quality Recognition and Certification Profile Form*, the Offeror shall identify any certifications or quality awards received by and/or applicable to the Offeror and its team member(s)/subcontractor(s), if any, proposing on this procurement which demonstrate the existence and application of high quality processes in delivering solutions to its customers (e.g., Malcolm Baldrige, Project Management Institute (PMI), Six Sigma, National Quality Award). Emphasis should be placed on quality awards and certifications that are current and directly relevant to the Functional Categories to which the Offeror is proposing. The Offeror shall identify the source of the award or certification, and certify its authenticity in a manner verifiable by the Government. Individual customer "letters of appreciation" and other forms of recognition

that are not issued at the organizational level, agency level, or above should not be included. **(Attachment J-11 is excluded from the page limitations)**

(4) The Offeror shall state the level of current or planned participation in the DHS E-Verify Program. E-Verify (formerly known as the Basic Pilot/Employment Eligibility Verification Program) is an Internet-based system operated by the Department of Homeland Security in partnership with the Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

E-Verify is free and voluntary and is the best means available for determining employment eligibility of new hires and the validity of their Social Security Numbers.

**Tab F – Factor 4: Past Performance (5 pages per Past Performance Statement, Minimum of 3 Past Performance Statements, Maximum of 10) – Phase II**

Tab F information shall be submitted for each Functional Category to which the Offeror is proposing. Each section shall be clearly marked with the name and number of the Functional Category.

Offerors must provide, at a minimum, three (3) contract/task order and subcontract (including Federal, State, and local Government and commercial) summaries detailing the work performed on “recent/relevant” efforts selected from the list of experiences provided under Factor 2 for each Functional Category to which the Offeror is proposing. If an Offeror is providing more than the minimum number of three (3) statements, at least three (3) of the past performance statements must come from the prime or one (1) of the components of the Joint Venture. Recent is defined as within the last five (5) years of the date of release of this RFP. Relevant is defined as work similar in complexity and magnitude to the scope of work identified in the SOW.

(1) Using Attachment J-7, *Past Performance Statement*, the Offeror shall identify, for each proposed Functional Category, a minimum of three (3) up to a maximum of ten (10) recent and relevant Government and/or commercial efforts on which it and/or its team member/subcontractor has performed as the prime or subcontractor.

The past performance response shall include a description of how the Offeror's past performance demonstrates a capability and capacity to deliver high quality service and solutions in a performance based environment within the proposed Functional Category. **Each statement is limited to five (5) pages.**

The response shall focus on the key requirements of the project, as well as the size, scope and complexity of the efforts, the relevance to the Functional Category (Attachment J-7, Part II), if applicable, the performance measures and service level metrics applied to specific program objectives, and the actual results achieved against those measures (Attachment J-7, Part III).

(2) The Offeror shall also be responsible for ensuring that each of the customer references receives, completes and return an Attachment J-8, *Past Performance Questionnaire*, to the Contracting Officer. The completed Questionnaire shall be submitted directly via email from the customer reference to [PACTS@DHS.GOV](mailto:PACTS@DHS.GOV) by the due date established for receipt of offers. Failure to receive a questionnaire from a reference will result in the non-consideration of the reference. The “subject” line in the submission email shall clearly indicate: PACTS Past Performance Questionnaire Submission for Offeror XX and the message shall originate from the

reference's corporate or Government email system. In the event that an Offeror's customer reference is not cooperative in furnishing the information, the Offeror must prove that an earnest attempt was made to collect the required information.

(3) The Offeror shall indicate if it has no past performance.

The Government reserves the right to contact customers identified in the proposal and solicit further information about performance in regard to quality, timeliness and cost. The accuracy of past performance data, including phone numbers of the points of contact are the full responsibility of the Offeror and inaccuracy may result in non-consideration of the reference. Other related past performance information may be sought and used for evaluating completeness and accuracy of the Contractor's proposal. Past performance information may be obtained from a variety of sources including other Government contracting activities reports and GAO Defense Procurement Fraud Information.

#### **Tab G – Factor 5: Ability to Provide Effective Solutions (5 pages) – Phase II**

Tab G information shall be submitted once, regardless of the number of Functional Categories to which the Offeror is proposing.

The Offeror shall describe the approach for providing DHS with the best solutions and services for anticipated requirements defined for each proposed Functional Category. The Offeror's response shall demonstrate a systematic approach to identifying the most current technologies, services, and techniques available in the marketplace. The proposal shall demonstrate how the company is structured in order to meet the requirement efficiently and effectively.

If applicable, the Offeror shall describe its approach and rationale related to establishing the proposed team including subcontractors, teaming partners/joint ventures, or any other proposed business arrangement. This approach and rationale shall also discuss the integration of team members/subcontractors, the value added by those team members/subcontractors in addressing the Functional Areas to which the Offeror is proposing, the organizational logic and utility for working in effective partnership with DHS, the approach to allocating work appropriately to all team members, and how they will be managed within the proposed management structure to successfully meet the scope of the requirement as described in the SOW.

#### **Tab H – Factor 6: Ability to Recruit, Train, and Retain High-Quality Personnel (3 pages (Excludes Attachments J-9 and J-10)) – Phase II**

Tab H information shall be submitted once, regardless of the number of Functional Categories to which the Offeror is proposing.

(1) The Offeror shall describe actions it takes to recruit, train, and retain high-quality personnel, including a description of its processes, procedures and policies. **(Limit 3 pages)**

(2) Using Attachment J-9, *Staffing Levels Profile Form*, the Offeror shall provide the number of personnel currently in place within the prime Contractor proposing on this procurement, the number of personnel with security credentials, the education and professional certifications obtained by the work force, their average length of service, and the turnover rate experience of the workforce within three (3) years from the date of release of this RFP. The turnover rate is defined as the number of personnel who have departed (regardless of reason) divided by the

total number of personnel at the end of the period. **(Attachment J-9 is excluded from the page limitations)**

(3) Using Attachment J-9, *Labor Category Table*, the Offeror shall describe the personnel qualifications and experience for each of its labor categories, including a mapping to the Government's labor categories and the associated education and experience. Legal size paper may be used for Attachment J-10. **(Attachment J-9 is excluded from the page limitations)**

#### **L.11.2 Volume III – Contract Business/Price Proposal – Phase II**

Volume II shall be submitted once, regardless of the number of Functional Categories to which the Offeror is proposing. It should be noted that Tab C of Volume II includes sections for all of the Functional Categories to which the Offeror is proposing, but it should be submitted only once with all applicable information within a single document/file.

#### **Tab I - Exceptions and Deviations – Phase II**

Each proposal shall include an exceptions/deviations section in Volume II that identifies and explains in detail any exceptions, deviations, or conditional assumptions taken with the requirements of the RFP. Any exception, etc., taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be fully explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, may, however, result in rejection of the proposal.

#### **Tab J – Contract Documents and Associated Information – Phase II**

The Offeror shall provide an SF-33, SF-30s (Amendments), and if applicable, supplementary information, such as:

- Cognizant DCAA office,
- Cognizant DCMA office,
- Information regarding facility clearances,
- Approved accounting systems, and
- Approved purchasing systems.

The Offeror's acceptance period shall not be less than that prescribed in Block 12 of the SF-33.

The Offeror shall include the Representations and Certifications, in accordance with Section K.

**NOTE: FOR K.2 Contractor shall provide applicable NAICS codes for the functional categories proposed.**

The Offeror shall also complete and provide for the entire proposal Attachment J-12, *Proposal Preparation Checklist*.

#### **Tab K – Price Proposal – Phase II**

Using Attachment J-4, *Pricing Templates*, the Offeror shall provide its Price Proposal. The attachment is comprised of multiple worksheets, described as follows:



- (1) Attachment J-4, Part I, *Pricing Templates – B.4 Labor Category Rate Table*. The Offeror shall only submit the Indirect Administrative Costs rates and OCONUS multiplier. Upon contract award, Hourly Labor Rates from other worksheets will be inserted in Section B - Schedule.
- (2) Attachment J-4, Part II, *Pricing Templates - Hourly Labor Rates* provides the format for submitting hourly labor rates for the Government labor categories across all proposed Functional Categories. The Offeror will complete and submit the Hourly Labor Rate tables using their proposed labor category titles. For labor categories to which the SCA Wage Determination Indices apply, the Offeror shall utilize San Francisco, CA as the basis for its ceiling labor rates.
- (3) Attachment J-4, Part III, *Pricing Templates – Other Pricing Information*, is an outline for including an explanation of other factors to be considered along with proposed prices. The Offeror shall submit information other than cost or pricing data in support of the prices proposed, including:
  - The proposed cost breakdown structure (see Section L.2);
  - Identification of specific labor categories and the contracts for which fair and reasonable determinations have been made including the source contract and contact information for the cognizant Contracting Officer;
  - The multiplier and its methodology to be used for developing worldwide (OCONUS) rates (see Section B.3.2); and
  - Any other cost or price related information.

**Tab L – Financial Statements (No page limit – to be included only on CD copies of proposal) – Phase II**

The Contracting Officer will conduct a responsibility assessment of each Offeror being considered for award. The following information shall be submitted to assist the Contracting Officer in making a responsibility determination:

(1) Sufficient information to demonstrate the financial capability to perform a contract of this size and duration. The Offeror shall provide information related to its current financial condition and the sources of all funds that will be used to finance contract performance. Indicate dollar amount, names and telephone numbers of banks and other sources of funds that may be contacted to verify the pertinent financial data. Audited financial statements are not required, but if an Offeror includes them in its proposal, the Government will consider them in its evaluation. Any interim financial statements such as quarterly reports, shall also be provided if the annual statements are more than six months old. Interim financial reports may be unaudited.

(2) The Offeror shall submit a list of all commitments with the Government relating to the specified work or services that may interfere with the completion of the work or services contemplated under this contract or which may be impacted by performance of this work.

(3) A description of all current or pending legal actions under Federal contracts within the past three (3) years from the date of release of this RFP. This shall include, but not be limited to, formal or informal requests for equitable adjustments or claims over \$5 million, pending or ongoing cure notices, and terminations for convenience or default.



### **L.12 Content of Resulting Contract**

Any contract awarded as a result of this solicitation will contain Part I - The Schedule, Part II - Contract Clauses, and Part III - List of Documents, Exhibits and Other Attachments. Part IV - Section K - Representations, Certifications, and Other Statements of Offerors, will be incorporated into the resulting contract by reference. Blank areas appearing in these sections are to be completed by the Offeror or will be filled in by the Contracting Officer after negotiations have been completed.

### **L.13 Oral Presentations**

The Government reserves the right to require oral presentations. The presentations will be consistent with the evaluation criteria of the RFP. If requested at the sole discretion of the Contracting Officer, the Government will provide a minimum of two (2) weeks notice and additional guidelines for the presentations.

### **L.14 Alternate Proposals**

Alternate proposals will not be considered.

**(End of Section L)**

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **M.1 General**

The Government is conducting this source selection in accordance with the competitive negotiation source selection procedures contained in FAR Part 15. The Government will conduct the evaluation of proposals in two (2) phases. In Phase I, the Government will evaluate the Offeror's Program Manager Qualifications and Experience. Those Offerors that are determined to be the most highly rated as a result of Phase I will be invited to submit Phase II proposals. In Phase II, the Government will evaluate the Offeror's Program Management and Quality Control; Past Performance; Ability to Provide Effective Solutions; Ability to Recruit, Train, and Retain High Quality Personnel; and Price. In making an award determination, the Government will consider an Offeror's entire proposal, which is defined as the combination of the Phase I and Phase II submissions.

In accordance with FAR 52.215-1(f), the Government intends to award multiple contracts with awards made to the responsible Offerors whose proposals represent the best value to the Government. Best value is defined in FAR Part 2 as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The Government will conduct the best value analysis after the Phase II evaluation of proposals using all the factors listed in Section M.3. In performing its best value analysis, the Government will compare any relevant differences among the evaluated proposals to determine which proposal(s) offer(s) the overall best value. This effort will include comparing the strengths, weaknesses, and risks associated with each offer. As proposals approach equal ratings as a result of the technical evaluation, price will become more important in making the award determination. In the event that proposals are determined to not have any substantial technical differences (i.e. are technically equivalent), award(s) may be made to the lower priced Offeror(s). It should be noted that award may be made to other than the lowest priced Offeror(s) if the Government determines that a price premium is warranted due to technical merit. The Government may also award to other than the highest technically rated proposals, if the Government determines that a price premium is not warranted.

The Government does not intend to hold discussions. However, Government reserves the right to hold discussions in Phase II, at the sole discretion of the Contracting Officer. No discussions will be held in Phase I of this acquisition. Therefore, all proposal submissions should contain the Offerors' best terms from a technical and price standpoint.

The Government will evaluate all proposals in accordance with FAR 15.305(a), and, if discussions are to be conducted during Phase II, establish the competitive range. The Contracting Officer, at their sole discretion, will establish a competitive range comprised of all the most highly rated proposals, unless the range is further reduced for purposes of efficiency.

After evaluating all proposals in accordance with FAR 15.305(a), the Contracting Officer, at their sole discretion, may determine that the number of most highly rated proposal that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. For the purposes of efficiency, the Contracting Officer, at their sole discretion, may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

When conducting the evaluation, the Government may use data included by Offerors in their proposals. The Government reserves the right to use data obtained from other sources while

conducting its evaluation. Each Offeror is responsible for ensuring that the information provided is thorough, accurate, and complete.

## **M.2 Basis for Award**

The Government intends to award multiple contracts to the responsible Offerors whose proposals represent the best value to the Government, price and other factors considered. The source selection will be conducted at the Functional Category level (Functional Categories 1 - 4). A sufficient number of awards will be made under each Functional Category to ensure adequate competition at the TO level. Offerors proposing to multiple Functional Categories are advised that award may be made on one (1), all, or any combination of the Functional Categories to which the Offeror proposes.

## **M.3 Evaluation Factors**

The selection decision will be based on evaluation of the following factors:

### **(a) Non-Price Factors**

#### **Phase I**

- Factor 1: Program Manager Qualifications
- Factor 2: Experience

#### **Phase II**

- Factor 3: Program Management and Quality Control
- Factor 4: Past Performance
- Factor 5: Ability to Provide Effective Solutions
- Factor 6: Ability to Recruit, Train, and Retain High Quality Personnel

### **(b) Price Factor (non-rated)**

#### **Price**

Order of Importance: For Phase I, Factors 1 and 2 are in descending order of relative importance. For those most highly rated proposals that are selected for Phase II, Factors 1 and 2 are significantly more important than Factor 3. Factor 3 is more important than Factors 4, 5, and 6, which are of equal importance. When combined, all non-price factors are significantly more important than price. As proposals become more equal in terms of non-price factors, price becomes more important.

## **M.3.1 Evaluation Factors – Phase I**

The evaluation factors for Phase I are Factor 1: Program Manager Qualifications and Factor 2: Experience. The Government will evaluate Factors 1 and 2 to determine the most highly rated Offerors that will be eligible for Phase II.

### **M.3.1.1 Factor 1: Program Manager Qualifications**

The Government will evaluate the qualifications of the proposed contract-level Program Manager to determine the extent to which his/her experience is commensurate with the requirements of a contract of this type, size, scope, and complexity, and the extent which his/her qualifications address the labor category description for the contract-level Program Manager described in *Attachment J-10, Labor Category Table*.

### **M.3.1.2 Factor 2: Experience**

The Government will evaluate the information submitted for active or complete “relevant/recent” contracts/task orders and subcontracts (including Federal, State, and local Government and commercial) directly related to the Functional Categories to which the Offeror is proposing. Recent is defined as within the last five (5) years from the release date of this RFP. Relevant is defined as work similar in complexity and magnitude to the scope of work identified in the SOW. This evaluation will focus on the size, scope and complexity of the efforts, the degree of relevance to the proposed Functional Category, and the extent to which the information submitted indicates a level of experience which meets or exceeds the minimum requirements for each Functional Category as set forth in L.10. If applicable, the evaluation will also address the extent to which the proposal includes teaming agreements duly executed by the parties of the Offeror’s team for a period of not less than five (5) years.

### **M.3.2 Evaluation Factors – Phase II**

The evaluation factors for Phase II are Factor 3: Program Management and Quality Control; Factor 4: Past Performance; Factor 5: Ability to Provide Effective Solutions; Factor 6: Ability to Recruit, Train, and Retain High Quality Personnel; and Price.

#### **M.3.2.1 Factor 3: Program Management and Quality Control**

##### **(1) Program Management**

The Government will evaluate the proposed management structure and management solutions for the extent to which:

- The approach and methodologies to the planning, execution, tracking, and reporting of the TOs awarded under this contract demonstrate sound and logical business practices.
- The proposed Project Management approach and the Offeror’s methodology for ensuring that cost, schedule and performance objectives (including service level agreements or other types of performance metrics and measures) are controlled, reported, and managed.
- The approach for managing multiple TOs demonstrates knowledge and application of project management disciplines.
- The Offeror’s governance and reporting structure provides transparency and Government access to real time cost, schedule and performance metrics.

##### **(2) Quality Control**

The Government will evaluate the extent to which the proposed Quality Control process includes a comprehensive, verifiable, and self-implementing approach for monitoring its performance and handling corrective actions.

##### **(3) Certifications, Quality Recognition, and Awards**

The Government will evaluate the extent to which quality recognition, awards, and certifications received by the Offeror demonstrate the existence and application of high quality processes in delivering solutions to its customers. Emphasis will be placed on quality awards and certifications that are current and directly relevant to the Functional Categories to which the Offeror is proposing. International and national level awards and certifications will be considered more highly than local and regional awards. In addition, the Government will

examine the source of the award or certification, with self-assessment rankings receiving less credit than recognition/certifications received from an independent rating activity. Individual customer “letters of appreciation” and other forms of recognition that are not issued at the organizational level, agency level, or higher will not be considered.

#### (4) Participation in the E-Verify Program

The Government will evaluate the Offeror’s management effectiveness with respect to participation in the E-Verify Program. The Offeror will be evaluated on the extent to which it demonstrates current, or recently initiated, enrollment and current, or planned, participation in the E-Verify Program. Use of the E-Verify program will be considered favorably under the Program Management and Quality Control factor.

#### **M.3.2.2 Factor 4: Past Performance**

The past performance evaluation will examine the extent to which the Offeror’s past performance demonstrates their capability and capacity to deliver high quality service and solutions within the proposed Functional Category. In conducting the past performance assessment, the Government may use data obtained from other sources as well as that which is provided in the proposal.

The past performance evaluation for each Functional Category will examine the Offeror’s performance on the three (3) efforts submitted. This evaluation will focus on the size, scope and complexity of the efforts, the degree of relevance to the Functional Category, the extent to which performance measures and service level metrics were applied to specific program objectives, and the actual results achieved against those measures. While not required, those Offerors able to identify service level metrics and performance measures may be evaluated favorably.

Lack of relevant past performance will result in assignment of a neutral past performance rating indicating neither a favorable nor unfavorable evaluation ranking.

#### **M.3.2.3 Factor 5: Ability to Provide Effective Solutions**

The Offerors’ proposals will be evaluated on the soundness of their ability to provide effective and efficient solutions to meet requirements, and the ability to systematically identify the most current technologies, services, and techniques available in the marketplace.

If applicable, the Government will evaluate the approach and rationale for selecting the proposed team members/subcontractors, the value added by each team member/subcontractor, the rationale used for addressing the proposed Functional Categories, and the organizational logic and utility for working in effective partnership with DHS..

#### **M.3.2.4 Factor 6: Ability to Recruit, Train, and Retain High Quality Personnel**

The Government will evaluate the Offeror’s ability to recruit, train, and retain high quality personnel. Emphasis will be placed on the education, professional certifications, and security credentials obtained by the work force in relation to the number of personnel in the business unit, their average length of service, and the turnover rate experience of the business unit within three (3) years from the date of release of this RFP.

### M.3.2.5 Price

A price evaluation model will be used to establish a contract-level evaluated price by Functional Category. The price evaluation will be on a Functional Category basis using the fully burdened labor rates proposed in Attachment J-4, *Pricing Templates*. The Indirect Administrative Costs ceiling rates will also be evaluated

Each price proposal will be evaluated, but will not be assigned a rating. The evaluation of the price proposal will include accuracy, completeness, and reasonableness. Offerors are encouraged to propose at or below labor hour prices from existing contracts which have been already determined fair and reasonable. The Government will also evaluate the proposed rates using proposal analysis techniques consistent with FAR 15.404-1.

In accordance with Section G.4.4, pricing for additional labor categories will only be evaluated on a case by case basis after contract award.

#### M.3.2.5.1 Price Evaluation of Options

The Government will evaluate offers for award purposes by evaluating prices for the base period as well as all options. Evaluation of options will not obligate the Government to exercise the options. Offers containing any charges for failure to exercise any option will be rejected.

### M.4 Evaluation

(a) The Government will rate Evaluation Factors, 1, 2, 3, 5, and 6 using the adjectival ratings below. Narrative descriptions of the proposal evaluation findings will accompany the adjectival rating.

<b><i>Rating</i></b>	<b><i>Symbol</i></b>	<b><i>Definition</i></b>
<b>Outstanding</b>	<b>O</b>	The Offeror <u>meets and significantly exceeds</u> the requirements of the RFP. The Offeror has demonstrated that they are <u>highly proficient, knowledgeable and capable in regards to</u> meeting the requirements specified. The proposal contains significant strengths and few or no weaknesses.
<b>Good</b>	<b>G</b>	The Offeror <u>meets and exceeds</u> the requirements of the RFP. The Offeror has demonstrated that they are <u>proficient, knowledgeable and capable</u> in regards to meeting the requirements specified. The proposal contains a number of strengths, but also some weaknesses.
<b>Average</b>	<b>A</b>	The Offeror <u>meets</u> the requirements of the RFP. The Offeror has demonstrated <u>limited knowledge or capability</u> in regards to meeting the requirements specified. The proposal contains strengths as well as significant weaknesses.

<i><b>Rating</b></i>	<i><b>Symbol</b></i>	<i><b>Definition</b></i>
<b>Unsatisfactory</b>	<b>U</b>	The Offeror has <u>many deficiencies and/or gross omissions</u> . The proposal does <u>not address many</u> of the requirements of the RFP. The Contractor has <u>little or no working knowledge</u> of how to address the requirements specified. The proposal is unsatisfactory in one or more areas and it would have to be significantly revised in order to attempt to make it other than unsatisfactory.



Factor 4: Past Performance will be evaluated qualitatively and categorized as Outstanding, Good, Acceptable, Unsatisfactory, and Neutral. The following table defines these adjectives.

<b><i>Rating</i></b>	<b><i>Symbol</i></b>	<b><i>Definition</i></b>
<b>Outstanding</b>	<b>O</b>	Based on the Offeror's record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys and the Offeror's experiences indicate that the Offeror is capable of significantly exceeding the requirements of the RFP.
<b>Good</b>	<b>G</b>	The Offeror's record of past performance indicates there is very little risk associated with receiving quality products, timely services and full contract performance. Past performance surveys and the Offeror's experience indicate the Offeror is capable of exceeding the requirements of the RFP.
<b>Acceptable</b>	<b>A</b>	The Offer's record of past performance indicates that there is some potential risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Offeror's experience indicate the Offeror is capable of meeting the requirements of the RFP.
<b>Unsatisfactory</b>	<b>U</b>	The Offeror's record of past performance indicates it is likely to have problems meeting the requirements of the RFP.
<b>Neutral</b>	<b>N</b>	No past performance/experience available for evaluation. Offeror has asserted that it has no directly related or relevant past performance experience. Proposal receives no merit or demerit for this factor.

#### **M.5 Contractor Support**

Offerors are hereby notified that the Government intends to have contractor support provide assistance during this acquisition. The company/organization may have access to some of the information contained in the Offeror's proposals and will be subject to appropriate conflict of interests and standards of conduct. The company/organization is also required to comply with strict confidentiality restrictions and all personnel working on this acquisition will execute Non-Disclosure Agreements. Acquisition Solutions Inc. is the Contractor currently providing acquisition support to the Office of Procurement Operations (OPO) for this procurement. Other contractors may provide support to the OPO during this procurement.

**(End of Section M)**

## **ATTACHMENTS**

## **ATTACHMENT J-1 – SAMPLE MONTHLY CONTRACT STATUS REPORT**

The format is included as an Excel Attachment. The following information defines the header and data fields of the Attachment.

### **Header Fields**

### **Definition**

1 <sup>st</sup> Line	Indicate Company Name and PACTS Contract Number.
3 <sup>rd</sup> Line	Indicate Report Date and the Period the report covers; put in MM/DD/YYYY format.

### **Data Fields**

### **Definition**

Item Number	Assign a sequential numeric value for each awarded Task Order and each Task Order Modification.
Customer Component – Agency/Office	Indicate the DHS Customer Component and Agency/Office for which the Task Order / Modification is being issued.
TO Title/Description	Provide the Title and/or short description of the awarded Task Order / Modification.
TO Number or Modification	Indicate the Task Order Number found on the award document or the Task Order Modification Number found on the Modification document.
Date of Task Order Award or Date Modification was Issued	The date the task order was awarded or the date the modification was issued; put in MM/DD/YYYY format.
TO Type	Indicate the type of Task Order Awarded (i.e. FFP, T&M, etc.).
TO Functional Category	Indicate the PACTS Functional Category awarded under the Task Order (i.e. FC 1, FC2, etc.).
Period of Performance	Indicate the date to which the performance under the Task Order is to begin and the date for when performance is to end, to include all options. (Only indicate the start and end date for a listed Modification if the Modification changes the Task Order's Performance Period; otherwise leave blank.)

**Data Fields**

**Definition**

Total TO Value

Indicate the total value, inclusive of all options, of the awarded Task Order. (Enter the new total value amount for a listed Modification if the Modification was issued to change the Task Order's total value; otherwise leave blank.)

Amount Obligated to Date

Indicate the amount of funding that has been obligated on the awarded Task Order. (If a Modification was issued obligating additional funds to the Task Order, list that amount; otherwise leave blank.)

TO Contracting Officer

Indicate the Name, Phone Number, and Email address of the DHS Contracting Officer signing the Task Order Award document or the issued Modification.

TO COTR

Indicate the Name, Phone Number, and Email address of the assigned DHS Contracting Officer's Technical Representative for the awarded Task Order. (For a listed Modification, indicate the COTR for the Task Order being modified.)

Contractor TO Program Manager

Indicate the Name, Phone Number and Email address of the Company's Program Manager for the awarded Task Order. (For a listed Modification, indicate the Contractor TO Program Manager for the Task Order being modified.)

Also See Attachment J-1 Excel Spreadsheet, Sample Monthly Contract Status Report

## ATTACHMENT J-2 – PACTS SUBCONTRACTING REPORT

Contractor Name \_\_\_\_\_  
 Contract Number \_\_\_\_\_ Functional Category \_\_\_\_\_  
 Reporting Period (mm/yyyy – mm/yyyy) \_\_\_\_\_

A	B	C	D	E	F
Task Order # and Functional Category	Total Task Order Amount (including modifications)	Cumulative \$ Value of Work Complete	Subcontractor Name	Cumulative Percentage of Task Order Work Subcontracted	Cumulative \$ Value of Task Order Work Subcontracted (C*E)
EXAMPLE 1 (one sub K) 12-3456-789	\$750,000	\$750,000	Company ABC	15%	\$112,500
EXAMPLE 2 (multiple sub Ks) 8765-432-1	\$1,000,000	\$500,000	Company PQR	15%	\$75,000
			Company TUV	7%	\$35,000
			Company XYZ	3%	\$15,000
	TOTAL: \$1,750,000	TOTAL: \$1,250,000			TOTAL: \$237,500

Use additional pages as necessary.

Cumulative means from date of the contract notice to proceed through the end of the current reporting period.

Program Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature constitutes certification that the report is accurate and complete.

## ATTACHMENT J-3 – NON-DISCLOSURE AGREEMENT

DEPARTMENT OF HOMELAND SECURITY

### NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an individual official, employee, consultant, or subcontractor of or to \_\_\_\_\_ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:	Protected Critical Infrastructure Information (PCII)
-----------	--

I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.

Initials:	Sensitive Security Information (SSI)
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I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:	Other Sensitive but Unclassified (SBU)
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As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

DHS Form 11000-6 (08-04)

Page 1

## **ATTACHMENT J-4 – PRICING TEMPLATES**

See separate file Attachment J-4 *Excel Spreadsheet, Pricing Templates*.



## **ATTACHMENT J-5 – Program Manager Resume Format**

**Program Manager Name**  
**Program Manager Employer**

### **Summary of Overall Qualifications**

*Briefly summarize the overall qualifications of the proposed program manager.*

### **Summary of Experience Directly Related to PACTS Functional Categories Proposed:**

*Briefly summarize the experience related to PACTS functional categories and why this experience will enable the proposed program manager to be successful within this role.*

### **Chronology of Professional Experience (Starting with current)**

**Title: XXX**

**Employer: XXX**

**Dates of Employment: xx/xx/xxxx to xx/xx/xxxx**

**Summary of Responsibilities:**

**Education:**

**Certification(s):**

**Awards:**

**Security Clearances (if applicable):**

### ATTACHMENT J-6 – Relevant Experience Form

#### INSTRUCTIONS:

1. Indicate Offeror Name Submitting Form
2. Indicate if Offeror Submitting Form is the PACTS Prime Offeror, Team Member or Subcontractor
3. If Offeror Submitting Form is either Team Member or Subcontractor, Indicated Prime Offerors Name
4. Indicate the applicable functional category

Offeror Submitting Form: \_\_\_\_\_

Prime Offeror: \_\_\_\_\_ Team Member: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

Prime Offeror's Name: \_\_\_\_\_

Functional Category:   1 – Program Management       \_\_\_\_\_  
                              2 – Administrative Services       \_\_\_\_\_  
                              3 – Clerical Support               \_\_\_\_\_  
                              4 – Technical Services           \_\_\_\_\_

<b>Contract/Task Order Title:</b> _____	
<b>Contract Number:</b> _____	
<b>Project Name:</b> _____	
<b>Prime Contractor, Subcontractor or Joint Venture Component on the Contract/Task Order:</b>	
<b>If Prime Contractor, list Major Subcontractor(s), if applicable:</b>	
<b>Federal Agency or Commercial Organization:</b>	
<b>Contract/Task Order CO:</b>	
<b>Contract/Task Order COTR:</b>	
<b>Other Contract/Task Order Technical POC(s):</b>	
<b>COTR/CO Contact information to include: Name, Title, Phone No. and Address</b>	
<b>Contract/Task Order Period of Performance:</b>	
<b>Contract/Task Order Type (FFP, T&amp;M, CPFF, etc.):</b>	
<b>Contract/Task Order Total Value:</b>	
<b>Detailed Product(s)/ Service(s) Provided:</b>	

<b>Contract/Task Order Title:</b> _____	
<b>Contract Number:</b> _____	
<b>Project Name:</b> _____	
<b>Awards, Recognitions, and Certifications Received:</b>	
<b>Relevancy of Offeror's Experience and Efforts to PACTS Functional Category:</b>	

## ATTACHMENT J-7 – PAST PERFORMANCE STATEMENT

**INSTRUCTIONS:** Indicate the correct functional category

**Functional Category:**

<b>1 – Program Management</b>	_____
<b>2 – Administrative Services</b>	_____
<b>3 – Clerical Support</b>	_____
<b>4 – Technical Services</b>	_____

<b>Offeror:</b>	
<b>Program, Project Or Task Title:</b>	

### Part I - REFERENCE INFORMATION

<b>1</b>	<b>Customer Name:</b>		
<b>2</b>	<b>Address:</b>		
	<b>Customer Info:</b>	<b>Contractual Contact</b>	<b>Client Program Manager</b>
<b>3</b>	<b>Name &amp; Title:</b>		
<b>4</b>	<b>Organization:</b>		
<b>5</b>	<b>Address:</b>		
<b>5</b>	<b>Phone No.:</b>		
<b>6</b>	<b>Fax No.:</b>		
<b>7</b>	<b>E-mail:</b>		
<b>8</b>	<b>Contract Identification Number:</b>		
<b>9</b>	<b>Contract Type (e.g. contract, BPA, task order) and pricing type (e.g. fixed price, cost</b>		
	<b>Original Dollar Value</b>		
	<b>Current Dollar Value</b>		
<b>10</b>	<b>Explanation of Cost Growth (If applicable):</b>		

11	<b>Project Start Date</b>	
	<b>Original Completion Date:</b>	
	<b>Estimated/Actual Completion Date:</b>	

## Part II - PROGRAM DESCRIPTION AND RELEVANCE

<b>Offeror:</b>	
<b>Program, Project Or Task Title:</b>	
<p>Description and relevance:</p> <p><i>In two (2) pages or less, provide a program description, including the key requirements of the project, as well as the size, scope and complexity of the efforts, and the relevance to the Functional Category.</i></p> <p><i>Using Arial - 11</i></p>	

## Part II - PROGRAM DESCRIPTION AND RELEVANCE (Continued)

<b>Offeror:</b>	
<b>Program, Project Or Task Title:</b>	
Description and relevance (Continued):	

**Part III - PROGRAM SERVICE LEVEL AGREEMENTS – MEASURES and MONITORING**

<b>Offeror:</b>	
<b>Program, Project Or Task Title:</b>	

Provide the performance measures and service level metrics applied to specific program objectives, and the actual results achieved against those measures. The service level agreements or performance standards should be specific and show the target performance levels that are set forth under the applicable contracts. A summary of performance ratings shall be provided showing the performance results achieved by the prospective offeror for the latest two contract rating periods. There is a five (5) page limit for this section. The information may be provided in Landscape format.

For each SLA, provide the following information:

Program Objectives	Measures/ metrics	Acceptable level of performance	Monitoring/measuring methodology	Incentives/ disincentives	Actual measured results
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## ATTACHMENT J-8 – PAST PERFORMANCE QUESTIONNAIRE

### INSTRUCTIONS: PLEASE CHECK THE APPLICABLE FUNCTIONAL CATEGORY:

**Functional Category:**

<b>1 – Program Management</b>	_____
<b>2 – Administrative Services</b>	_____
<b>3 – Clerical Services</b>	_____
<b>4 – Technical Services</b>	_____

Please complete this questionnaire and e-mail to [PACTS@DHS.GOV](mailto:PACTS@DHS.GOV).  
Attn: Harrison Smith, Contracting Officer

### PAST PERFORMANCE INFORMATION CONTRACTOR PERFORMANCE CUSTOMER SURVEY QUESTIONNAIRE

\*\*\*\*\*

This survey pertains to \_\_\_\_\_

Department/Component: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Date of Survey: \_\_\_\_\_

Name of Person Completing Survey: \_\_\_\_\_

Signature of Person Completing  
Survey: \_\_\_\_\_

Your  
Company/Agency: \_\_\_\_\_

Your Role in this Contract: \_\_\_\_\_

Survey Period of  
Performance: \_\_\_\_\_

General description of products/services required under the contract \_\_\_\_\_

\_\_\_\_\_

## **RATINGS**

Please answer each of the following questions with a rating that is based on objective measurable performance indicators to the maximum extent possible. Commentary to support very high or very low rating should be noted on page 6.

Assign each area a rating of, 4 (Outstanding), 3 (Good), 2 (Acceptable), and 1 (Unsatisfactory). Use the attached Rating Guidelines as guidance in making these evaluations. Circle the appropriate rating.

### **QUALITY OF SERVICE:**

1. Compliance with contract requirements:

1      2      3      4      N/A

2. Accuracy of reports:

1      2      3      4      N/A

3. Level of knowledge, experience, and training of personnel:

1      2      3      4      N/A

4. Capability of personnel to perform required services:

1      2      3      4      N/A

5. Effectiveness of personnel in performing required services:

1      2      3      4      N/A

6. Overall quality of service:

1      2      3      4      N/A

### **TIMELINESS OF PERFORMANCE:**

1. Reliability:

1      2      3      4      N/A

2. Responsive to technical direction:

1      2      3      4      N/A

3. Meets contract delivery schedules and/or task deadlines:

1      2      3      4      N/A

### **BUSINESS RELATIONS:**

1. Effective management, including subcontracts:

1      2      3      4      N/A

2. Reasonable/cooperative behavior:

1	2	3	4	N/A
---	---	---	---	-----

3. Responsive to contract requirements:

1	2	3	4	N/A
---	---	---	---	-----

4. Notification of problems:

1	2	3	4	N/A
---	---	---	---	-----

5. Flexibility:

1	2	3	4	N/A
---	---	---	---	-----

6. Pro-active vs. reactive:

1	2	3	4	N/A
---	---	---	---	-----

**COST CONTROL**

1. Current, accurate and complete billings:

1	2	3	4	N/A
---	---	---	---	-----

2. Relationship of negotiated costs to actuals:

1	2	3	4	N/A
---	---	---	---	-----

3. Cost efficiencies:

1	2	3	4	N/A
---	---	---	---	-----

**CUSTOMER SATISFACTION**

1. The Contractor is committed to customer satisfaction:

a. Contractor Management Personnel

(circle one)      Yes      No

b. Contractor Onsite Facility Personnel

(circle one)      Yes      No

**ADDITIONAL COMMENTS:**

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**Rating Guidelines to be Used by the Person Completing the Past Performance Questionnaire**

	<b>QUALITY OF PRODUCT OR SERVICE</b>	<b>COST CONTROL</b>	<b>TIMELINESS OF PERFORMANCE</b>	<b>BUSINESS RELATIONS</b>
4-Outstanding	Contractor is in compliance with contract requirements and/or delivers quality products/services	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedules	Response to inquiries, technical/service/administrative issues is effective
3-Good	Minor inefficiencies/errors have been identified	Contractor is usually effective in managing costs	Contractor is usually effective in meeting milestones and delivery schedules	Response to inquiries, technical/service/administrative issues is usually effective
2-Acceptable	Some problems have been encountered	Contractor is having some problems in managing costs effectively	Contractor is having some problems meeting milestones and delivery schedules	Response to inquiries, technical/service/administrative issues is somewhat effective
1-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/service/administrative issues is not effective

### ATTACHMENT J-9 – STAFFING LEVEL PROFILE FORM

In accordance with Section L.10.1, Tab E (1)

Contractor Name:		Current staffing as of 4/01/08	Staffing as of 12/31/07	Staffing as of 12/31/06
Number of prime Contractor employees				
Number of prime Contractor employees with the following degrees:	AA			
	BA/BS			
	MA/MS			
	PhDs			
Number of prime Contractor employees with the professional certifications (Add rows as necessary):				
Federally-conducted background investigation	Minimum Background Invest.			
	Secret			
	Top Secret			
For prime Contractor employees, the average length of service				
For prime Contractor employees, the turnover ratio (defined as the # of people who departed (for any reason) divided by the # of employees at the end of the period.				

## **ATTACHMENT J-10 – Labor Categories and Qualifications**

**Education and Experience:** The offeror should consider the desired education and desired experience levels listed in the Table J-10. Minimum requirements have been provided in the column, “Minimum Requirements” to add flexibility and to assist offerors in aligning resources proposed for PACTS requirements.

It is anticipated that all experience and education will be in a field and/or specialty directly related to the labor category being proposed and all diplomas, GED certificates, and degrees will be from accredited institutions. Further, the Contracting Officer(s) for individual Task Orders may grant waivers for these requirements or allow substitution of certain certifications for education and/or experience if it is determined to be in the best interest of the Government. Any equivalencies or substitutions must be cited in each Task Order. All labor categories, with the exception of the Administrative/Clerk I, II and III, may include supervisory duties.

## ATTACHMENT J-10 – Labor Categories and Qualifications

### Labor Category Overview

	LABOR CATEGORY	DESCRIPTION	Desired Education	Desired Experience	Minimum Requirements	FC1	FC2	FC3	FC4
1	Contract-level Program Manager	Plans, organizes, directs, and controls the project/program to ensure all contractual obligations are fulfilled, quality standards are met, and associated expectations of performance are achieved. Key responsibilities include: Managing multiple concurrent project tasks, providing expert direction and guidance to subordinates, developing schedules, formulating work plans, managing and controlling project funds and resources, and serving as point of contact with DHS/Government COTRs/Task Monitors and/or customer personnel.	MS/MBA	14 yrs total; 10 years in management	BS/BA 10 yrs total; 6 yrs in management;	X	X	X	X
2	Task Order Project Manager (Senior)	Plans, organizes, directs, and controls the project/program to ensure all contractual obligations are fulfilled, quality standards are met, and associated expectations of performance are achieved. Key responsibilities include: Managing multiple concurrent project tasks, providing expert direction and guidance to subordinates, developing schedules, formulating work plans, managing and controlling project funds and resources, and serving as point of contact with DHS COTRs/Task Monitors.	MS/MBA	14 yrs total; 10 yrs in management	BS/BA 14 yrs total; 6 yrs in management	X	X	X	X
3	Subject Matter Expert (Senior)	Serves as a senior advisor to customer's executive management team in a variety of capacities. Key responsibilities include: Providing advice and expertise in competitive sourcing, outsourcing methods, conducting value chain analysis, strategic planning and process improvement methods, change enablement and management, site-selection, and consolidation of operations. May serve as point of contact with DHS COTRs/Task	MS	12 yrs total; 8 yrs in specialty	BS/BA 12 yrs total; 6 yrs in specialty	X			X



	LABOR CATEGORY	DESCRIPTION	Desired Education	Desired Experience	Minimum Requirements	FC1	FC2	FC3	FC4
		Monitors.							
4	Subject Matter Expert (Intermediate)	Plans, supports and provides advisor/contributions in complex and critical efforts which include specific functional, technical, professional or policy areas of the project. Key responsibilities include: Investigating or identifying business, scientific, technology, engineering, operational, professional and/or policy issues; conducting analysis of these issues; and providing advice in support of major programs/projects.	BS	6 yrs in specialty	BS/BA 3 yrs in specialty	X			X
5	Analyst (Senior)	Plans, facilitates, and supports complex methodology development and evaluation, business process re-engineering, identifying best practices, change management, business management techniques, and organizational development. Applies process improvement and re-engineering methodologies and principles to conduct process modernization projects. Key responsibilities include: Providing activity and data modeling, developing modern business methods, identifying best practices, creating and assessing performance measurements, and providing group facilitation, interviewing, and training.	MS	12 yrs total; 8 yrs in specialty	BS/BA 12 yrs total; 4 yrs in specialty	X			X
6	Technical Specialist (Senior)	Plans and supports specific business, management, functional, technical, professional or policy areas of the project. This includes supporting or leading complex efforts by providing inputs, and preparing high-level briefings of strategic goals. Key responsibilities include: Identifying issues; conducting complex analysis and assessment of these issues; and providing advice to major program/project leaders.	MS	12 yrs total; 8 yrs in specialty	BS/BA 12 yrs total; 4 yrs in specialty	X			X

	LABOR CATEGORY	DESCRIPTION	Desired Education	Desired Experience	Minimum Requirements	FC1	FC2	FC3	FC4
7	Task Order Project Manager (Intermediate)	Plans, organizes, directs, and controls the project/program to ensure all contractual obligations are fulfilled, quality standards are met, and associated expectations of performance are achieved. Key responsibilities include: Providing expert direction and guidance to subordinates, developing schedules, formulating work plans, managing and controlling project funds and resources, and serving as point of contact with DHS COTRs/Task Monitors.	BS	12 years total; with 8 years in management	BS/BA 12 years total; with 4 years in management	X	X	X	X
8	Subject Matter Expert (Junior)	Plans and supports complex problem areas of the project. Key responsibilities include: Investigating or identifying business, scientific, technology, engineering, operational, professional and/or policy issues; conducting analysis of these issues; and providing advice in support of major programs/projects.	BS	3 years in specialty	BS/BA; 2 years in specialty	X			X
9	Task Order Project Manager (Junior)	Plans, directs, organizes, controls, and manages the project to ensure that all contractual obligations are fulfilled in an efficient and timely manner. Key responsibilities include: Performing contract analysis and development tasks in projects, formulating and enforcing work standards, developing schedules, reviewing work discrepancies and communicate policies, managing and controlling resources, and serving as point of contact with DHS COTRs/Task Monitors.	BS	6 years in management	BS/BA with 2 years in management	X	X	X	X
10	Analyst (Intermediate)	Plans and provides analytical support for facilitation, training, methodology development and evaluation, business management techniques, and organizational development. Supports DHS business process improvements and modernization projects. Key responsibilities include: Developing modern business methods, identifying best practices, and creating and	BS	5 years in specialty	BS/BA; 2 years in specialty	X			X

	LABOR CATEGORY	DESCRIPTION	Desired Education	Desired Experience	Minimum Requirements	FC1	FC2	FC3	FC4
		assessing performance measurements.							
11	Technical Specialist (Intermediate)	Plans and supports specific business, management, functional, technical, professional or policy areas of the project. Key responsibilities include: Identifying issues; conducting analysis and assessment of these issues; and providing inputs to major program/project leaders.	BS	5 years in specialty	BS/BA; 2 years in specialty	X			X
12	Administrative Clerk III	Performs diverse secretarial and administrative duties. Key responsibilities include: Initiating special reports, composing routine correspondence, and compiling statistical and budget information, and providing communication with all levels of DHS personnel to gather and convey information.	HS	5 years	HS; 4 years	X	X	X	X
13	Analyst (Junior)	Plans and provides analytical support for facilitation, training, methodology development and evaluation, business management techniques, and organizational development. Key responsibility includes: Providing recommendations, contributing and preparing briefings for business, management, technology, operational initiatives, policy formulation, professional or strategic goals.	AA	3 years	HS/Tech Training; 2 years	X	X	X	X
14	Technical Specialist (Junior)	Plans, supports and provides assistance on specific business, management, scientific, operational, engineering, technical, policy, and professional issues. Key responsibilities include: Participating, advising, contributing, preparing and/or presenting briefings on business, management, technology, operational initiatives, policy formulation, professional or strategic goals.	AA	3 years	HS/Tech Training; 2 years	X	X	X	X

	<b>LABOR CATEGORY</b>	<b>DESCRIPTION</b>	<b>Desired Education</b>	<b>Desired Experience</b>	<b>Minimum Requirements</b>	<b>FC1</b>	<b>FC2</b>	<b>FC3</b>	<b>FC4</b>
15	Administrative/Clerk II	Performs secretarial and administrative duties. Key responsibilities include: Composing routine correspondence, compiling statistical and budget information, and communicating with all levels of company personnel to gather and convey information.	HS	2 years	HS; 1 year	X	X	X	X
16	Administrative/Clerk I	Performs entry level secretarial and administrative duties. Key responsibilities include: Composing routine correspondence, filing, and assisting with routine administrative operations.	HS	1 year	HS	X	X	X	X

**Offeror's Name:**\_\_\_\_\_

	<b>GOVERNMENT LABOR CATEGORY</b>	<b>FC 1</b>	<b>FC 2</b>	<b>FC 3</b>	<b>FC 4</b>	<b>CONTRACTOR LABOR CATEGORY</b>	<b>CONTRACTOR DESCRIPTION</b>	<b>CONTRACTOR QUALIFICATIONS</b>
1	Task Order Project Manager (Senior)	X	X	X	X			
2	Subject Matter Expert (Senior)	X			X			
3	Subject Matter Expert (Intermediate)	X			X			
4	Analyst (Senior)	X			X			
5	Technical Specialist (Senior)	X			X			
6	Task Order Project Manager (Intermediate)	X	X	X	X			
7	Subject Matter Expert (Junior)	X			X			
8	Task Order Project Manager (Junior)	X	X	X	X			
9	Analyst (Intermediate)	X			X			
10	Technical Specialist (Intermediate)	X			X			
11	Administrative Clerk III	X	X	X	X			
12	Analyst (Junior)	X	X	X	X			
13	Technical Specialist (Junior)	X	X	X	X			
14	Administrative/Clerk II	X	X	X	X			
15	Administrative/Clerk I	X	X	X	X			

## ATTACHMENT J-11 – QUALITY RECOGNITION and CERTIFICATION PROFILE FORM

**Instructions:** Complete the below form identifying quality awards and certifications received by the Offeror. Attach a copy of the official notification or certificate for every award/certification claimed. The official document should clearly indicate the offering contractor as the recipient of the recognition or certification. (Add as appropriate)

<b>Contractor</b>	
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<b>Award Certification #1</b>	
<b>Name of the Quality Recognition Or Certification</b>	
<b>Segment of Company Receiving Award or Certification</b>	
<b>Contact Information of Issuing Office: Name, Address, Telephone Number</b>	
<b>Description and Relevance:</b>	

<b>Award Certification #2</b>	
<b>Name of the Quality Recognition Or Certification</b>	
<b>Segment of Company Receiving Award or Certification</b>	
<b>Contact Information: Name, Address, Telephone Number</b>	
<b>Description and Relevance:</b>	

## ATTACHMENT J-12 – PROPOSAL PREPARATION CHECKLIST

### PHASE I PROPOSAL

Offeror: \_\_\_\_\_

**DISCLAIMER:** This Checklist is to assist offerors in proposal development. The Government is not responsible for any omissions from this checklist. Offerors are fully responsible for the accuracy, completeness, and compliance with all proposal instructions.

Functional Categories (check applicable boxes):

FUNCTIONAL CATEGORY 1	FUNCTIONAL CATEGORY 2	FUNCTIONAL CATEGORY 3	FUNCTIONAL CATEGORY 4
Program Management	Administrative	Clerical	Technical Services

### PHASE I Proposal

Tabs A and B shall be completed once for the entire Phase I Proposal.

Tab C shall be completed for each individual Functional Category the Offeror elects to propose on and shall focus on the related criteria cited in Section M.

The Offeror shall organize its proposal to clearly distinguish the individual Functional Categories proposed.

**Phase I Proposal (check YES if proposal requirement is met and NO if proposal requirement is not met. Include location of explanation (i.e., specific proposal section), if proposal requirement is not met.**

PROPOSAL REQUIREMENT	YES	NO	If NO, indicate proposal section with explanation
<b>TAB A (L.10)</b>			
Cover Letter (1 Page) indicating Terms and Conditions; Acceptance Period of 180 calendar days.			
Executive Summary (2 pages): Overview of proposal			
<b>TAB B (L.10)</b>			
Program Manager Qualifications - Resume of proposed Program Manager Attachment J-5, Program Manager Resume Format (3 pages)			
<b>TAB C (L.10)</b>			
Experience directly related to the PACTS requirements Attachment J-6, Relevant Experience Form (2 pages per form; minimum 3 forms, maximum 10 forms – Teaming Arrangements excluded from page count))			



## PHASE II PROPOSAL

Offeror: \_\_\_\_\_

**DISCLAIMER:** This Checklist is to assist offerors in proposal development. The Government is not responsible for any omissions from this checklist. Offerors are fully responsible for the accuracy, completeness, and compliance with all proposal instructions.

**Functional Categories (check applicable boxes):**

FUNCTIONAL CATEGORY 1	FUNCTIONAL CATEGORY 2	FUNCTIONAL CATEGORY 3	FUNCTIONAL CATEGORY 4
Program Management	Administrative	Clerical	Technical Services

### Technical Proposal

Tabs D, E, G and H shall be completed once for the entire proposal.

Tabs F shall be completed for each individual Functional Category the Offeror elects to propose on and shall focus on the related criteria cited in Section M.

The Offeror shall organize its proposal to clearly distinguish the individual Functional Categories proposed.

**Volume I – Technical/Management Proposal (check YES if proposal requirement is met and NO if proposal requirement is not met. Include location of explanation (i.e., specific proposal section), if proposal requirement is not met.**

PROPOSAL REQUIREMENT	YES	NO	If NO, indicate proposal section with explanation
<b>TAB D (L.11.1)</b>			
Cover Letter (1 Page) indicating Terms and Conditions; Acceptance Period of 180 calendar days.			
Executive Summary (2 pages): Overview of proposal			
<b>TAB E (L.11.1)</b>			
(1) Program Management Approach (10 page limit including 2 page proposed Program Manager's resume)			
(2) Quality Control Process (2 page limit): QC description includes process, approach and procedures			
(3) Certifications, Quality Recognition, and Awards (Attachment J-11 excluded from page count)			
(4) e-Verify Statement (Excluded from page count)			
<b>TAB F (L.11.1)</b>			
Attachment J-7: Five (5) Past Performance Statements for each Functional Category (5 pages per Past Performance Statement)			
Attachment J-7 Part II, Program Description and Relevance			
Attachment J-7, Part III, Program Service Level Agreements-Measures and Monitoring			
Attachment J-8, Past Performance Questionnaire (to be sent directly from offeror's reference to PACTS@dhs.gov)			
<b>TAB G (L.11.1)</b>			
Description of ability provide effective solutions (5 page limit)			
<b>TAB H (L.11.1)</b>			

PROPOSAL REQUIREMENT	YES	NO	If NO, indicate proposal section with explanation
Description of processes, procedures and procedures demonstrating ability to recruit, train, and retain high-quality personnel (3 page limit)			
Attachment J-9, Staffing Levels Profile Form			
Attachment J-10, Labor Categories and Qualifications			

**Volume II – Contract Price Proposal (check YES if proposal requirement is met and NO if proposal requirement is not met. Include location of explanation (i.e., specific proposal section), if proposal requirement is not met.**

PROPOSAL REQUIREMENT	YES	NO	If NO, indicate proposal section with explanation
<b>TAB A (L.11.2)</b>			
Exceptions and Deviations: identifying any exceptions, deviations, or conditional assumptions taken with the requirements of the RFP.			
<b>TAB B (L.11.2)</b>			
Contract Documents and Associated Information: SF-33, SF-30s, Cognizant DCAA & DCMA offices, facility clearances, information, accounting system, purchasing system			
SF-33, Block 12 indication of acceptance period (if different)			
Section K - Representations and Certifications			
Attachment J-12: Proposal Preparation Checklist			
<b>TAB C (L.11.2)</b>			
Attachment J-4, Part I, Pricing Templates - B.4 Labor Category Rate Table			
Attachment J-4, Part II, Pricing Templates - Hourly Labor Rates for each Functional Category proposed			
Attachment J-4, Part III, Pricing Templates - Other Pricing Information narrative/explanation of proposed cost breakdown structure, other contracts' labor categories, pricing methodology or algorithm for worldwide rates, and other cost or price related information			
<b>TAB D (L.11.2)</b>			
Financial Statement (included on CD only): information demonstrating financial capability.			
Financial Statement (included on CD only): List of all commitments with the Government that may interfere with fulfilling the requirements of this RFP or may be impacted by performance of these			

PROPOSAL REQUIREMENT	YES	NO	If NO, indicate proposal section with explanation
requirements.			
Financial Statement (included on CD only): Description of all pending legal actions under Federal contracts within the past three years			

**ATTACHMENT J-13 – DHS OFFICIAL SEAL USAGE APPROVAL FORM**

**U.S. Department of Homeland Security  
DHS OFFICIAL SEAL USAGE APPROVAL**

MD No. 0030

**Read carefully before filling out this form.**

- Any use of the DHS seal must be approved by the Secretary or his designee.
- Any permission granted by the Secretary will apply only to the specific use outlined on this form and should not be construed as permission for any other use.
- The DHS Seal shall not be used in any manner which implies DHS endorsement of commercial products or services, the user's policies or activities, or on any article that may discredit the seal or reflect unfavorably on the U.S. Department of Homeland Security.

<b>REQUESTORS INFORMATION</b>		
<input type="checkbox"/> DHS/DHS COMPONENT <input type="checkbox"/> OTHER GOVERNMENT AGENCY <input type="checkbox"/> PRIVATE SECTOR		
NAME:		TITLE/POSITION:
AGENCY/COMPANY:		
ADDRESS:		PHONE NUMBER:
		FAX NUMBER:
<b>REQUESTED USE OF THE DHS SEAL:</b>		
<b>CHECK ALL THAT APPLY:</b>		
A.	<input type="checkbox"/> PROGRAMS <input type="checkbox"/> CERTIFICATES <input type="checkbox"/> DIPLOMAS <input type="checkbox"/> INVITATIONS	
B.	<input type="checkbox"/> OTHER OFFICIAL IDENTIFICATION FOR DHS EMPLOYEES	
C.	<input checked="" type="checkbox"/> DHS APPROVED <input type="checkbox"/> TRAINING FILMS <input type="checkbox"/> PUBLIC RELATIONS FILMS <input type="checkbox"/> OFFICIAL DHS MOTION PICTURES <input type="checkbox"/> OFFICIAL DHS TELEVISION PROGRAMS	
D.	<input type="checkbox"/> DISPLAY WITH AN OFFICIAL DHS EXHIBIT	
E.	WALL PLAQUES: <input type="checkbox"/> DHS HEADQUARTERS <input type="checkbox"/> ORGANIZATIONAL ELEMENTS <input type="checkbox"/> FIELD INSTALLATIONS	
F.	<input type="checkbox"/> PROTOCOL GIFTS HANDED OUT BY SENIOR DHS OFFICIALS	
G.	<input type="checkbox"/> MANUFACTURE OF ITEMS FOR DISTRIBUTION (BY ORGANIZATIONAL ELEMENTS, INCLUDING DHS HEADQUARTERS)	
H.	<input type="checkbox"/> PLAQUES <input type="checkbox"/> PRESENTATION ITEMS FOR EMPLOYEES (FOR DHS EMPLOYEES OR OTHERS FOR SERVICES RENDERED)	
I.	OTHER OFFICIAL FEDERAL GOVERNMENT <input type="checkbox"/> PUBLICATIONS <input type="checkbox"/> WEBSITES <input type="checkbox"/> DISPLAYS	
J.	OTHER (SPECIFY):	
COMMENTS:		
<b>DO NOT WRITE BELOW THIS LINE</b>		
YOUR REQUEST HAS BEEN : <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED		
REASON FOR DENIAL (IF APPLICABLE):		
<b>APPROVING OFFICIAL</b>		
APPROVING OFFICIAL'S NAME:		TITLE:
SIGNATURE:		DATE: